

**BELOW MARKET RATE
HOUSING PROGRAM
ADMINISTRATIVE PROCEDURES FOR
THE HOME OWNERSHIP PROGRAM**



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City of Sunnyvale

Below Market Rate Housing Program

Administrative Procedures–Home Ownership Program

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City of Sunnyvale Below Market Rate Housing Program Administrative Procedures

Chapter II. Home Ownership Program

This Section II of the Administrative Procedures of the City of Sunnyvale's Below Market Rate (BMR) Housing Program contains the procedures related to the BMR Home Ownership Program. It is also reprinted as a separate document with the title, "Owner's Guide to the BMR Home Ownership Program" and on the City's website at

www.ci.sunnyvale.ca.us/Departments/Community+Development/Housing+Division/Affordable+Housing/

This contains the procedures and regulations that apply to the prospective purchasers and future owners of BMR units. Section B, "Living in the BMR Unit," and Section C, "Re-Selling the BMR Unit," applies to owners of BMR units who purchased their home before January 1, 2004.

These Procedures may be amended and updated from time to time. Please refer to the City's website to determine the most current version of these Procedures.

The City of Sunnyvale has overall responsibility for the program. As stated in Section 19.66.040 of the Municipal Code, the city or its designee shall advertise the existence and terms of the BMR housing program to the general public, shall accept applications from prospective purchasers, shall determine the qualifications of such persons, and shall compile and maintain a list of qualified purchasers.

A. Buying A BMR Unit

Step 1. Determine Eligibility

Every proposed owner of the BMR unit must meet each of the eligibility requirements and must live in the unit.

Income and Asset Limits

The Sunnyvale City Council established the BMR program with the principle that all BMR units shall be sold only to moderate, low or very low income households [Municipal Code Section 19.66.020(d)]. Section 19.66.040 states that households at 70% to 120% of area median income, as defined in Attachment O-1, shall be eligible for the Home Ownership program. The income limits that define moderate, low and very low income households are updated periodically by the U.S. Department of Housing and Urban Development. Assets are limited to a maximum of \$100,000 for applicants.



Residency

Residency in Sunnyvale requires living at a specific address in the city of Sunnyvale for at least six months prior to submitting a wait list application. Actual residency in Sunnyvale, not legal residency, is required. Those who simply have a post office box, park overnight or visit in the city are not considered residents.

First Time Homebuyer

The BMR program is intended for first time homebuyers. An applicant shall be considered a first-time homebuyer if their name has not appeared on a residential property title in the counties covered by the Association of Bay Area Governments (ABAG) or Monterey Bay Association of Governments (AMBAG) for three years prior to the date of submittal of the application. Those counties include: Marin, Solano, Sonoma, Contra Costa, Alameda, San Mateo, Napa, Santa Clara, San Francisco, Monterey, Santa Cruz, and San Benito. An exception may be made for people who were homeowners prior to a divorce settlement. Properties may be owned in foreign countries as well as elsewhere in California or the United States however these properties must be disclosed in the assets described. Owners of mobile homes may apply.

Household Composition

A household is comprised of one or more persons who may or may not be related. Every person who is on title must live in the BMR unit, must be eligible, must go through every step of the application and purchase process, and must agree to comply with the program requirements.

An unborn child can be counted in family size once there is medical confirmation of pregnancy. An adoption in process will be counted in family size with verification of the adoption processing. A child will be considered part of the household when the child lives with a single parent for at least 75% of the time or in instances of joint custody, at least 50%. The applicant will need to submit a copy of the divorce decree and/or child custody agreement as verifiable documentation. If a divorce is in process, it may not be possible to qualify an applicant because family size and financial status is unclear.

All household members applying for a unit must reside in that same household at least ninety consecutive days prior to an offer to purchase a BMR unit. If the applicants are proposing to combine households with the purchase of the BMR, each household must meet minimum eligibility requirements and combined income must meet the household income limits.

Citizenship Requirement

The BMR Home Ownership Program requires that the applicants wishing to purchase a BMR unit be a United States citizen, national, or an alien who is lawfully admitted for permanent residence under the Immigration and Nationality Act. Given the very scarce resource of affordable BMR units, it is appropriate to limit the opportunity to those whose status indicates residency of a permanent nature.

Eligible applicants are either:

- a) natural-born or naturalized citizens of the United States of America
- b) eligible non-citizens admitted for permanent residence in the United States of America



Down Payment Requirements

At the time of purchase of a BMR unit, the buyer must have a minimum of 3% of the purchase price in readily available funds for the down payment and funds for closing costs.

Step. 2 If Eligible, Apply to the Wait List

Administration of Wait list of Eligible Purchasers

The City shall be responsible for administration of the wait list of eligible purchasers. When the City is notified of the availability of BMR units available for sale or resale, the City will notify the next eligible purchaser on the wait list in priority order (as determined by the Resident Selection Plan in Attachment O-2) and as qualified for bedroom size.

Opening/Closing of the Wait List

When appropriate, the City will exercise its discretion to open the wait list, solicit applications to the wait list, and close the wait list according to the number of BMR units that are projected to become available for sale during the next 30 months. In order to get on the wait list during an open period, prospective buyers who meet the eligibility criteria must submit the Application to BMR Home Ownership Wait list (Form O-3).

Preference Plan, Priority Ranking

Eligible purchasers will be awarded points according to the Resident Selection Plan (Attachment O-2), thus determining their priority ranking on the wait list. The City will not require documentation to verify the claims on the application, however, documentation will be required in Step 5, submitting a full application to purchase a BMR unit. Intentionally false statements to gain priority ranking will result in removal of the applicant from the wait list and permanent ineligibility from the program.

The wait list applicants will be placed in order according to maximum priority points and then within the total point score, according to households with the lower per capita income above those with greater per capita income. For example, two applicant households might both receive 8 priority points; a one-person household with \$64,000 income would rank below a four-person household with \$65,000 because the per capita income of the latter is \$16,250 and the former is \$64,000.

City Review of Applications to Wait list

During the open wait list period, the City will accept and review applications. The City will notify applicants within 60 days of submittal of their application and provide information of their status on the wait list. Applicants should review requirements for verifiable documentation and prepare to assemble records.



Household composition and Eligibility for units according to number of bedrooms

The number of people in the household and their age, gender and familial relationships will be considered by City staff in order to determine the specific number of bedrooms in the unit each household will be eligible to purchase. The maximum number of people in the unit is twice the number of bedrooms plus one. Households may be considered for unit sizes according to the following:

Unit Size (bedroom)	Minimum Household Size	Maximum Household Size
One	1	3
Two	2	5
Three	3	7
Four	4	9

The City will review the composition of each household to determine the appropriate number of bedrooms for that household. Applicants may state whether they are willing to accept a unit with fewer bedrooms than the unit size they are eligible for in order to accommodate households who are eligible for larger units than may be actively being developed. Should the demand for units of a certain size be exhausted on the waiting list, the City may offer smaller households a unit with more bedrooms than they would generally be eligible to purchase.

Allowable Income for Purchase of BMR Unit

The definition of what is and is *not* included in annual income follows the current definition described in the U.S. Code of Federal Regulations and provided on the website of the U.S. Department of Housing and Urban Development at

<http://www.hud.gov/offices/cpd/affordablehousing/training/calculator/definitions/part5.cfm>

The following table presents the current Part 5 Annual Income inclusions as stated in the Code of Federal Regulations.

General Category	Statement from 24 CFR 5.609 paragraph (b) (April 1, 1998)
1. Income from wages, salaries, tips, etc.	The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. Business Income	Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness cannot be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest & Dividend Income	Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in



	excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. Retirement & Insurance Income	The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except as provided in number 14 of Income Exclusions).
5. Unemployment & Disability Income	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in number 3 of Income Exclusions).
6. Welfare Assistance	Welfare Assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph is the amount resulting from one application of the percentage.
7. Alimony, Child Support, & Gift Income	Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. Armed Forces Income	All regular pay, special day and allowances of a member of the Armed Forces (except as provided in number 7 of Income Exclusions).

Income Exclusions

This following table presents the current Part 5 Annual Income exclusions as stated in the Code of Federal Regulations.

General Category	Statement from 24 CFR 5.609 paragraph (c) (April 1, 1998)
1. Income of Children	Income from employment of children (including foster children) under the age of 18 years.
2. Foster Care Payments	Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Inheritance and Insurance Income	Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in number 5 of Income Inclusions).
4. Medical Expense Reimbursements	Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of Live-in Aides	Income of a live-in aide (as defined in 24 CFR 5.403).
6. Student Financial Aid	The full amount of student financial assistance paid directly to the student or to the educational institution.
7. "Hostile Fire" Pay	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
8. Self-Sufficiency Program Income	<ul style="list-style-type: none"> a. Amounts received under training programs funded by HUD. b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS). c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and that are made solely to allow participation in a specific program.



	<p>d. Amounts received under a resident service stipend (as defined in 24 CFR 5.609(c)(8)(iv)).</p> <p>e. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.</p>
9. Gifts	Temporary, nonrecurring, or sporadic income (including gifts).
10. Reparation Payments	Reparation payments paid by a foreign government pursuant to claims under the laws of that government by persons who were persecuted during the Nazi era.
11. Income from Full-time Students	Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).
12. Adoption Assistance Payments	Adoption assistance payments in excess of \$480 per adopted child.
13. Family Support Act Income	For public housing only, the earnings and benefits to any family member resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the 1937 Act (43 U.S.C. 1437t), or any comparable federal, state or local law during the exclusion period.
14. Social Security & SSI Income	Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.
15. Property Tax Refunds	Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
16. Home Care Assistance	Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.
17. Other Federal Exclusions	<p>Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions of 24 CFR 5.609(c) apply, including:</p> <ul style="list-style-type: none"> ▶ The value of the allotment made under the Food Stamp Act of 1977; ▶ Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions); ▶ Payments received under the Alaskan Native Claims Settlement Act; ▶ Payments from the disposal of funds of the Grand River Band of Ottawa Indians; ▶ Payments from certain submarginal U.S. land held in trust for certain Indian tribes; ▶ Payments, rebates or credits received under Federal Low-Income Home Energy Assistance Programs (includes any winter differentials given to the elderly); ▶ Payments received under the Main Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 9z Stat. 1785); ▶ The first \$2,000 of per capita shares received from judgments awarded by the Indian Claims



	<p>Commission or the Court of Claims or from funds the Secretary of Interior holds in trust for an Indian tribe;</p> <p>▶</p> <p>Amounts of scholarships funded under Title IV of the Higher Education act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs, or veterans benefits;</p> <p>▶</p> <p>Payments received under Title V of the Older Americans Act (Green Thumb, Senior Aides, Older American Community Service Employment Program);</p> <p>▶</p> <p>Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.);</p> <p>▶</p> <p>Earned income tax credit;</p> <p>▶</p> <p>The value of any child care provided or reimbursed under the Child Care and Development Block Grant Act of 1990; and</p> <p>▶</p> <p>Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, State job training programs and career intern programs).</p>
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Allowable Assets

An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. (Note: it is the income earned – e.g. interest on a saving's account – not the asset value, which is counted in annual income.) An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including: Penalties or fees for converting financial holdings and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset.

The definition of what is and is *not* included in Assets follows the current definition described in the U.S. Code of Federal Regulations and provided on the website of the U.S. Department of Housing and Urban Development at

<http://www.hud.gov/offices/cpd/affordablehousing/training/calculator/definitions/treatment/inclusions.cfm>

The following table presents the current Part 5 Asset inclusions and exclusions as stated in the Code of Federal Regulations. [24 CFR Part 5 - April 1, 1998]



Part 5 Annual Income Net Family Asset Inclusions and Exclusions

Inclusions

1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance.
2. Cash value of revocable trusts available to the applicant.
3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Cash value of stocks (including options), bonds, Treasury bills, certificates of deposit and money market accounts.
4. Individual retirement and Keogh accounts (even though withdrawal would result in a penalty).
5. Retirement and pension funds.
6. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).
7. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
8. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
9. Mortgages or deeds of trust held by an applicant.

Exclusions

1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars and vehicles specially equipped for persons with disabilities.
2. Interest in Indian trust lands.
3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.
4. Equity in cooperatives in which the family lives.
5. Assets not accessible to and that provide no income for the applicant.
6. Term life insurance policies (i.e., where there is no cash value).
7. Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.



Step 3. Obtain Loan Commitment

Applicant will calculate the appropriate down payment based upon the price ranges of BMR units and the unit size appropriate for the household. Within 90 days of City notification of wait list status, applicant will obtain a loan commitment from a qualified lender or enroll in the First Time Homebuyer Program to work towards home ownership.

Step 4. Attend Pre-Purchase Homebuyer Education Workshop

Required Pre-purchase Education

After the applicant is placed on the BMR Home Ownership Wait list and before receiving an offer to purchase a BMR unit, the applicant(s) *must attend* BMR pre-purchase education programs offered by the City of Sunnyvale. At the end of the workshops, the applicants receive a certificate of completion. The certificate of completion must be provided as proof of participation in the program and will be submitted at close of escrow. The applicant must complete pre-purchase education workshops within a reasonable timeframe established by the City, or they will be removed from the list.

Step 5. While on the Wait List

Updating of Information on Wait list

The prospective BMR purchaser must keep the City informed about current mailing address, telephone contact information, and changes in the applicant's place of employment, household composition, or any substantial increase of income that may affect the applicant's eligibility to remain on the wait list.

Annual Certification of Continuing Eligibility

At least once each year, the City will contact the applicants on the BMR Home Ownership wait list and request certification of continuing eligibility and household composition by submission of the form, Annual Recertification: BMR Wait list (Form O-4).

Step 6. When city notifies that a unit is for sale, submit full application and preference documentation

Application Requirements and Review

Every member of the household 18 years of age or older who intends to live in the BMR unit must submit their income and asset information in the application, Form O-5. *Please do not send original documents for supporting documentation – provide a clear copy.*

Verifiable Documentation to Support Preferences: As part of the final approval process for a BMR unit, the applicant(s) must submit verifiable documentation to support preferences. The following are examples of the preference characteristics and the type of documentation that the City will consider as verifiable proof:



Characteristic	Documentation
Reside in Sunnyvale/number of years	Copies of current and past leases, residential telephone bills for land line at home address, signed tax returns; if no lease agreement is available, a written statement from the landlord or property manager indicating length of time at that address
Work in Sunnyvale/number of years	Copies of paycheck(s), IRS W-2s or 1099 forms, Employment verification statement(s) from Human Resources
City of Sunnyvale employee/number of years	Copy of Paycheck; statement from Human Resources re tenure
School District employee working in schools with a majority of Sunnyvale residents	Copy of Paycheck, W-2s from past years and letter from employer
Certified child care teachers working at licensed child care center in Sunnyvale or at child care center operated by school district	Copy of Paycheck, W-2s from past years and letter from employer
Sunnyvale service industry worker (an employee in a business engaged in providing personal services, rather than tangible objects, such as mechanics, car washer, waiter/waitress)	Copy of Paycheck and letter from employer
Sunnyvale health care workers (e.g. home health care aides, staff in convalescent homes and assisted living facilities)	Copy of Paycheck and letter from employer
Resident of at-risk assisted unit (within 5 years of Affordability expiration)	List of affected Sunnyvale properties in Appendix O-12; Proof of residency
Resident of BMR rental unit	Statement from Rental Property Manager
Resident of housing project or mobile home park lost due to redevelopment or conversion	Proof of residency in an affected site
Number of years on "BMR Priority 1 Wait list" as of 12/31/03	City records
Single parent households	Signed tax return
Number of children under 12	Birth certificates of children; custody decree



	from divorce if applicant is divorced
Chronically Ill Persons including those with HIV and mental illness	Letter from physician with specialty in type of illness claimed; evidence of SSI
Disabled	Federal/State ID card, evidence of SSI

In the case of co-applicants, priority points for number of years are assigned according to the maximum points from one applicant or the other, not in total or a combined average. For example, if one applicant had lived in Sunnyvale for six years and the other applicant for four years, priority points would be assigned for six years, not for ten years (the total) and not for five years (their average).

Documentation to Support Sources of Income: The gross annual income of all household members are considered when determining eligibility. The types of income to be verified and the type of documentation that will be requested include a signed copy of the most recent tax return with all pages and W2s, as well as:

Source of Income	Documentation
Wages, Salaries, Tips, Commissions, etc.	Copies of the last six paychecks or other verification of employment
Business income	Two prior years of tax returns or 1 year of verification of income by a certified public accountant or bookkeeper including profit/loss statements and financial statement
Interest and dividend income	Copies of 2 recent statements
Retirement and Insurance Income	Verification
Unemployment & Disability Income	Verification
Welfare Assistance	Verification
Alimony, Child Support and Gift Income	Interlocutory decree which indicates specified payment or proof of non-payment
Armed Forces Income	Copies of the last six paychecks or other verification of employment

Documentation to Support Assets: The assets of all household members are considered when determining eligibility. All assets over \$5,000 are included in the eligibility determination. The following is the types of assets to be verified and the type of documentation that will be requested:



Liquid Cash Asset	Documentation
Checking Account, Savings Account, Mutual Fund/Money Market Fund, Certificates of Deposit	Copies of two most recent statements indicating deposits, interest rates
Stocks, including Options	Copy of each stock certificate or proof of purchase and statement of current value; for stock prices attach a copy of recent dated newspaper or online source that shows the value of each company's stocks
Bonds, including Savings Bonds	Copies of each
Real estate property/mobile home owner	Letter from a licensed broker or bank financing the property estimating market value of property; most recent loan statement indicating amounts paid and amounts owed, or other documentation as requested.

If liquid cash assets are not sufficient to meet the minimum asset requirement (down payment and estimated closing costs for a 97% loan), the applicant(s) will need to demonstrate that the cash requirement can be met from some other source(s). Examples of acceptable sources include:

Other Cash Asset	Documentation
Profit Sharing Plan, IRA and/or 401K, PERS or Other Retirement Account	Copies of two most recent statements indicating deposits, interest rates; documentation stating penalties for withdrawal
Life Insurance	Copy of Policy and two most recent statements
Gift	Gift Letter
Personal Loan	Letter or loan agreement.
Down payment Assistance Loan from City or Other	Copy of agreement
Individual Development Account Match	Copy of two most recent statements
Other	Verification

Assets are limited to a maximum of \$100,000.

Co-applicants and co-signers: The City will accept applications from more than one adult who will live together in a BMR unit as co-applicants. The combined income and assets of the co-applicants to purchase a BMR unit must not exceed the maximum income limits and asset of the program. *Co-signers are not accepted.*

Minimum Cash Available: The applicant(s) should have sufficient readily available assets for a minimum of 3% of the purchase price for down payment and closing costs. The City may consider exceptions to the down payment requirement on a case by case basis, but in no circumstances can the unit be financed for more than 100% of purchase price. If other than savings, a "gift letter" is



required. The letter shall state the money is a gift that is not to be repaid and must be signed by the grantor.

Documentation to Support Citizenship: The following are acceptable forms of documentation.

- A. Citizens: When an applicant indicates on the application that he/she is a natural-born citizen, no further verification is made. A naturalized citizen must submit a copy of the citizenship certificate granted by the Bureau of US Citizenship and Immigration Services (USCIS) of the United States Department of Homeland Security.
- B. Eligible Non-Citizens: An eligible non-citizen must present any of the following USCIS documents:
 1. Form I-551 – Alien Registration Receipt Card (for permanent resident aliens), or Form I-151, Alien Registration Receipt Card (for permanent resident aliens issued prior to 1979)
 2. Form I-94 – Arrival-Departure Record, with one of the following annotations:
 - a. “Admitted as Refugee Pursuant to section 207”
 - b. “Section “208” or “Asylum”
 - c. “Section 243{h} or “Deportation stayed by Attorney General”
 - d. “Paroled pursuant to Sec 212(d) (5) of the INA”
 3. If Form I-94, Arrival-Departure Record, is not annotated, it should be accompanied by any of the following documents:
 - a. A final court decision, granting asylum (but only if no appeal is taken);
 - b. A letter from an USCIS asylum officer granting asylum (if application filed on or after October 1, 1990);
 - c. A court decision granting withholding of deportation; or
 - d. A letter from a USCIS asylum officer granting withholding of deportation (if application on or after October 1, 1990).
 4. A receipt issued by the USCIS indicating that an application for issuance of a replacement document in one of the above-listed categories has been made and the applicant’s entitlement to the document has been verified.”

Filing Fee

The application must be accompanied by a filing fee to be considered complete.



Step 7. Provide certifications and understand consequences of non-compliance

Certification of Occupancy

As stated in Section 19.66.050(b), each purchaser of a BMR dwelling unit shall certify, prior to close of escrow and on an annual basis, in a form acceptable to the city, that the unit has been purchased and shall be maintained as the purchaser's *primary place of residence* with a minimum continuous occupancy of ten out of twelve months of the year. Upon request of the City no less than annually, the BMR unit owners shall provide a notarized certification of owner occupancy, (Form O-11) and other documentation that may be required to verify owner occupancy.

False Statements or Misrepresentations

During the process of applying to the wait list and remaining on the wait list, applicants who intentionally make false statement or misrepresent the facts on the application to purchase a BMR unit will be removed from the BMR wait list and barred from re-applying or purchasing a BMR unit in Sunnyvale in the future.

If the City should discover that a purchase was completed by a purchaser who intentionally made false statements or misrepresented the facts in order to appear eligible to purchase the unit, the City will treat this as a breach of the deed restrictions and may force the sale of the unit and/or impose any criminal or civil penalties that apply.

Step 8. Sales Process

Two Opportunities for Purchase

Eligible applicants on the wait list will be given two opportunities to refuse to purchase an available BMR unit. After the second refusal, the applicant(s) will be removed from the wait list. Applicants may apply to future wait lists.

Contract Requirement

The seller/developer will sell the unit only to eligible applicant(s) and follow the procedures described in these guidelines. The seller/developer of a BMR unit must attach the Addendum to Purchase Agreement (Form O-4.), to the real estate sales contract.

Financing

Purchasers must seek and obtain conventional financing in order to purchase a BMR unit. There is no prearranged City financing. The prospective buyer, when seeking financing, may choose to contact lending institutions that are familiar with the BMR program restrictions, and required documentation.



Closing costs

Closing costs shall be shared between buyer and seller in the manner that is customary to the division of closing costs in Santa Clara County.

Professional Real Estate Agent Assistance and Commission

The applicant must obtain the services of a licensed real estate broker to assist with the purchase. The Applicant has the option of using a real estate agent from a list of agents that the City has identified as BMR specialists and who have agreed to a fixed fee commission on BMR sales.

Certification of Receipt of Administrative Procedures

At the close of escrow, the purchaser(s) shall sign a certification indicating Receipt of Administrative Procedures, Form O-10, that shall be returned to the City and retained in the purchasers' files.

Recorded Deed of Trust

All transactions of BMR units sold or refinanced are required to endorse and record the Deed of Trust shown in Attachment O-8 and the Request for Notice of Default shown in Attachment O-9.

B. Living in the BMR Unit

Time Limits on Restrictions

BMR units sold after March 3, 2003 are subject to restrictions for 30 years. BMR units sold prior to March 3, 2003 are subject to restrictions for 20 years.

Mandatory Occupancy Requirements

Occupancy of the Unit

Within 30 days of close of escrow, the Owner(s) who are listed on the title to the property must occupy the BMR unit as their **primary residence** and remain in residence. Occupancy is defined as a minimum stay of ten months in every twelve month period. As stated in Section 19.66.050(b), failure of the purchaser to maintain a homeowner's property tax exemption shall be construed as evidence that the BMR unit is not the primary place of residence of the purchaser.

Permissible and Non-Permissible Occupancy

A BMR owner may **not** terminate occupancy of the unit and allow the occupancy of the unit by a relative, friend, or tenant. All occupants who are on title to the unit *must* occupy the unit. Occupancy by others not on title, should the title holder not be in occupancy, is not permitted. Should occupancy of a titleholder terminate, that owner must be removed from title to the unit.



Prohibition Against Rentals

The BMR unit may not be rented, with/without the payment of rent to other persons or family members. The BMR unit must be the primary resident of the Owner(s) who are listed on the title to the property. In any instance that it is determined that the BMR unit has been rented, the City will pursue the terms contained in the deed restrictions and may force the sale of the unit. The City will require the Owner to reimburse the City for all rent that was collected or the amount of any presumed rent, based upon established market rents. Any increase to the BMR appreciation value of the home from the termination of occupancy of the owner shall become null and void.

Involuntary/Voluntary Transfers

If an employer *requires* a BMR Owner to work at another location more than 40 miles from Sunnyvale on a short-term temporary basis and the BMR Owner needs to relocate his/her residence temporarily (more than two months), the Owner must contact the City Housing Division prior to the transfer, notify them of the temporary involuntary transfer, and provide all documentation requested. If a BMR Owner chooses to transfer employment to a location outside of Sunnyvale, thereby residing in a location other than the BMR unit, that is a voluntary transfer and the Owner must submit an offer for sale of the BMR unit. This restriction applies to any and all circumstances related to the relocation.

Use of BMR Unit As Non-Residence

The BMR unit must be the primary residence of the Owner(s). The unit may also be used for a home-based businesses permitted by the City of Sunnyvale, but the unit may not be converted for any other use than a residential use.

Title and Transfers

Adding Owners to the Title

If the BMR unit was purchased and a deed restriction was recorded specifying a twenty (20) year control period, then the control period will not start over if a spouse or child is added to the title. Persons added to the title of a BMR unit with the 20 year Deed Restriction **MUST** be:

- a) At least 18 years old
- b) Living in the BMR unit on a permanent basis (10 months out of 12)
- c) are required to meet the income requirements

BMR units purchased after February 28, 2003 may add Owners to the title in the following circumstances:

- a) Living in the BMR unit on a permanent basis (10 months out of 12)
- b) Income, when added to the existing total household income, must fall within the maximum income limits



Transfers of Title: Permissible and Non-permissible, Living Trusts

Permissible Transfers: After the death of a BMR owner, the unit may transfer to a member of the owner's immediate family IF the family member's income does not exceed the eligible income limits AND the person occupies the property as a permanent resident within 30 days. The date of the deed restriction on the unit will determine the period of restrictions after legal transfer of the unit to a new owner. For example, a unit acquired after February 28, 2003 has a control period of thirty years. A new 30 year term of the deed restriction will begin again upon the transfer to a new owner. A Deed of Trust must be executed, acknowledged and recorded by the Transferee that contains the following covenant: "This Property is subject to the Deed of Trust securing deed restrictions that restrict the resale, refinance, occupancy and contain the City's right of first refusal to purchase and Transfer on behalf of Transferee, and Transferee's successors and assigns, covenants and agrees to be bound by the perform according to the terms and conditions of the Deed of Trust, and to include in any further Transfer of Property the covenant required by Section 5(B) of the Deed of Trust."

Examples of Non-permissible Transfers: Title to the BMR unit may not be transferred to friends of the BMR owner nor to relatives of the BMR owner whose income or assets exceeds the limits, or who will not occupy the BMR unit on a permanent basis after the transfer.

Living Trusts: Placing the title to the BMR unit as an asset in a living trust is not permitted unless the transfer occurs under the terms described above in "Permissible Transfers" and a Deed of Trust is executed containing the covenant as described.

Maintenance and Improvements

Owners are responsible for maintaining their units in a sound and sanitary condition. Owners are responsible for payment of homeowner association dues and assessments for general improvements at the housing development. Owners should retain records of capital improvements of more than \$800 or greater than 1% of the purchase price. The full or depreciated value of capital improvements may be added to the BMR value of the home at resale and thereby increase the capital return to the owner. Improvements are defined as substantial structural or permanent fixed improvements which cannot be removed without substantial damage to the premises and the replacement of appliances, fixtures or equipment that is deteriorated or ceased to operate.

Continuing Education for Owners

At least every three years, the City will offer post-purchase education programs for BMR owners. Owners who purchased their units after October 2003 are required to attend these programs. All other owners seeking to re-finance their mortgages *will be required* to attend these programs prior to the City releasing authorization for re-financing. Owners who purchased their homes prior to October 2003 are strongly encouraged to attend. A certificate of completion will be provided as proof of participation in the program and is required to complete a re-finance or a title transfer.



Refinancing/Liens

A BMR unit is not like traditional real estate in that its current market value is restricted. BMR Owners considering re-financing the loans on their BMR unit *must* take the following steps:

1. Contact the City to ensure that the Post purchase Education Certificate is on file. If not, set up an appointment between 8 a.m. and 2 p.m. Monday through Friday to view a video in City Hall or attend a workshop, if available.
2. Pay a refinance processing fee to the City. Obtain a written confirmation from City staff of the current value of the unit. This value affects the amount that may be financed. *In no situation can the re-financed loan be for an amount greater than 95% of the current BMR value as determined by the City. However, if the re-finance is triggered by the funds needed for a special assessment, the city will review the refinance limits on a case-by-case basis.* After the City has provided the value of the BMR unit, inform the lender of the value.
3. Owners of units purchased before October 2003 who re-finance will be required to record a new Deed of Trust on the property, such as the example in Attachment O-8. The City will provide the lender a sample Deed of Trust for their review. It is important to provide this information to the lender in the initial stages of the refinance process.
4. The City will prepare the document and provide the lender/escrow holder a Deed of Trust and a Request for Notice of Default (Attachment O-9) to be recorded on the unit at time of re-finance.

Annual Certification of Owner Occupancy

Annually, Owners must provide the City a Certification of Owner Occupancy, Form O-11. The Owner(s) must attach to Form O-11 a copy of the most current land line residential telephone bill and a copy of the Homeowner's Exemption record of the Tax Assessor of Santa Clara County. The signatures on Form O-11 shall be witnessed by a notary public. The City may request additional documentation from the Owner to document occupancy. If the City determines that a BMR owner has willfully made false statements or misrepresented any facts on their annual certification in order to appear eligible to retain ownership of their unit, the City will treat this as a breach of the deed restrictions and will take all steps necessary to force the sale of the unit.

Failure to Submit Annual Certification

Failure to submit the Certification of Occupancy shall be treated as a breach of the Deed of Trust on the BMR unit.

Penalties for Violation of BMR Requirements

Violation/Breach of Deed of Trust

The City learns of violations of the deed of trust and program restrictions through periodic audits and other resources available to the City. The City may take all actions necessary to verify occupancy of the unit by the person(s) on the title to the unit. As stated in Section 19.66.140, any individual who violates the terms of Chapter 19.66 or any deed restrictions may be forced to vacate and sell the unit to the next eligible purchaser on the wait list. The City will require the Owner to reimburse the City for the all rent that was collected or any presumed rent, based upon



established market rents. Any increase to the BMR appreciation value of the home from the termination of occupancy of the owner shall become null and void.

Forced Sale due to Breach of Deed of Trust

Owners who breach the requirements of the Deed of Trust on the BMR unit are violating the City Council's policy to provide a public good by the implementation of the BMR Home Ownership Program. The number of people on the BMR wait list exceeds the number of BMR units available. Therefore, when the City confirms that an Owner has breached the terms of the Deed of Trust, the City may force the sale of the BMR unit and the Owner may be forced to vacate the unit. There is no compromise for a violation of not living in the unit, or renting the unit.

Additional fines and financial penalties are described in other sections of these Administrative Guidelines.

Foreclosure

If a Notice of Default is recorded by a lender or others on a BMR unit, then a breach of the terms of the BMR Deed of Trust has occurred. The City shall inform the owner of the action that needs to be taken to cure the default and by what date the default shall be cured. The owner's failure to cure the default may result in the City's enforcement of its right to exercise and declare a default.

C. Sale of the BMR Unit

Eligible Purchasers

BMR units shall be sold and resold only to persons determined to be eligible for BMR units according to Chapter 19.66. It is not permissible for a BMR owner to approach a real estate agent and attempt to sell the BMR unit to a buyer not eligible for the BMR program or at market value. Any sale or attempt to sell the unit outside the program parameters will be subject to severe civil and criminal penalties.

Step 1. Owner Decision to Sell and Notification of City

Owner Decision to Sell or Transfer Unit

Units can be sold at any time. A BMR Owner who decides to sell or transfer a restricted BMR unit may sell or transfer their unit only by the following steps:

a) Notify City

The first step in selling or transferring a BMR unit is to notify the City Housing Division in writing. The City will assist with the processing of a permissible transfer of the unit to an eligible owner.



b) Compile Receipts for Capital Improvements

Receipts documenting eligible capital improvements must be submitted to the City for review.

c) Inspections

Routine maintenance so that the unit is ready to show to prospective purchasers.

Step 2. City's Option to Purchase and Escrow Time Period

As described in Section 19.66.060(b), BMR units constructed, offered for sale or sold pursuant to Chapter 19.66 by the original purchaser shall be offered for sale first to the City or its designee. In the event that an offer of sale of any BMR unit is not accepted by the City or its designee within 180 days after tender, or once accepted, if an escrow account contemplating sale of such unit shall not have been opened within 90 days after acceptance, the offer shall terminate.

If the City or its designee does not accept an offer of sale within 180 days, all restrictions, resale controls and other terms shall cease and become null and of no further effect as to such unit.

Step 3. Preparing Unit for Sale

Condition of unit at time of sale

As stated in section 19.66.060(b), the Owner shall ensure that the unit is clean and in good repair and available to be shown to prospective buyers. Time periods for City purchase and close of escrow shall not begin to run until the City has inspected the unit and has determined that the seller has maintained the unit and that all deferred maintenance has been eliminated.

Owner's Obligation to Cooperate with City

The Owner occupying a BMR unit subject to resale shall cooperate with the City in providing necessary documents, maintaining the unit in a clean and repaired condition, and complying with appointments needed to complete the sales transaction.

Step 4. Determine Sales Price

As stated in Section 19.66.060(a)(1), the price received by the seller of a BMR unit shall be limited to:

- (1) The original purchase price plus a percentage increase equal to one-third of any increase in the housing component of the Bay Area Consumer Price Index since the date of the purchase, plus the adjusted amount of any substantial capital improvement expenditures greater than one percent of the original purchase price, plus any applicable approved transaction fee charged by a real estate professional, minus any costs necessary to bring the unit into conformity with Title 16 of the Sunnyvale Municipal Code in the event that the owner has allowed the unit to deteriorate due to deferred maintenance; or



(2) The fair market value, whichever is less.

Monthly homeowner association dues are not calculated in the sales price.

The sales price is restricted for thirty years for units sold after March 6, 2003. The sales price is determined by the City of Sunnyvale. Upon completion of thirty years of continuous occupancy, the unit may be sold at fair market value. For units purchased prior to March 6, 2003, the sales price is determined by the City of Sunnyvale within the time period specified at purchase.

Upgrades, Assessments, Capital Improvement Expenditures

The Owner should retain records of all improvements with a value of \$800 or more, and/or more than 1% of the original sales price. If the improvements are in good condition as ascertained by the City during its inspection, the full or depreciated value of the improvements may be added to the sales price.

The value of special assessments for capital improvements in the development that have been paid by the BMR owner may be added to the sales price after the CPI value is calculated. The new sales price equals the original purchase price plus CPI increased value plus any special assessments/capital improvements.

Penalties, Rent Repayment

As stated in Section 19.66.140(c), any individual who rents a BMR unit in violation of the Chapter 19.66 shall be required to forfeit all monetary amounts so obtained and such amounts shall be added to the City's BMR/First Time Homebuyer housing funds. Any individual who violates the terms of Chapter 19.66 or any deed restrictions may be forced to vacate and sell the unit to the next eligible purchaser on the wait list. The City will require the Owner to reimburse the City for the all rent that was collected or any presumed rent, based upon established market rents. Any increase to the BMR appreciation value of the home from the termination of occupancy of the owner shall become null and void.

Any individual who sells a BMR unit in violation of the provisions of the City's BMR program shall be required to forfeit all monetary amounts so obtained in excess of the allowed resale price including interest calculated at the legal rate, from the date of sale until repayment to the City. Such amount shall be added to the City's BMR/First Time Homebuyer housing funds. Furthermore, violations of these provisions may result in civil or criminal prosecution. If the city or its designee is required to enforce the provisions of the BMR ordinance, Administrative Procedures, or deed restrictions, the City shall recover all attorney's fees and costs for such enforcement effort.

Step 5. Procedures for Sales

The terms and conditions of sales procedures in Section II.C of this document also apply to resales.



D. Program Administration

Exceptions and Special Circumstances

Any case to which a standard policy or procedure, as stated in the guidelines, does not apply or an applicant treated differently from others of the same class would be an exception.

The City's Housing Officer may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including the recommended course of action and any written or verbal information supplied by the applicant.

The Community Development Director shall make a determination of the exception based on the recommendation of the Housing Officer. The request can be presented to the Housing and Human Services Commission for a final decision.

Appeals Procedure

Any applicant denied assistance from the Program has the right to appeal. The appeal must be made in writing. The City Housing Division has 30 days to review the appeal and seek a determination from the Community Development Director.



FORM O-1

BELOW MARKET RATE PROGRAM DEFINITIONS

Area Median Income: Income eligibility limits are established by the U.S. Department of Housing and Urban Development (HUD). “Area” means metropolitan area or non-metropolitan county

“At risk” Assisted Unit: A unit in an affordable rental housing development with rents restricted to below market and rents under a contract that will expire within five years.

Certified Child Care Teacher: child care worker certified by the State of California and working in a licensed child care center operating in Sunnyvale or at a child care center operated by a school district where the majority of students served are Sunnyvale residents.

Chronically Ill: A person who is determined by a physician to have a serious health condition that is expected to be of a long, continued, and indefinite duration and that severely impairs the person’s ability to function [similar to the definition of “disabled”].

Disabled: A person with disabilities means a person who 1) has a disability as defined in Section 223 of the Society Security Act (42 U.S.C. 423), 2) is determined by a physician to have a physical, mental or emotional impairment that is expected to be of long, continued, and indefinite duration, or 3) has a development disability as defined in Section 102 of the Development Disabilities Assistance and bill of Rights Act (42 U.S. C. 6001(5)). The definition of a person with disabilities does not exclude persons who have the disease acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome (HIV). [Source: HUD]

Family: (1) Two or more persons related by birth, marriage, or adoption [Source: U.S. Bureau of the Census]. (2) An individual or a group of persons living together who constitute a *bona fide* single-family housekeeping unit in a dwelling unit, not including a fraternity, sorority, club, or other group of persons occupying a hotel, lodging house or institution of any kind [Source: California] Department of Housing and Community Development .

Health Care Worker: Employee providing health care services to people.

FORM O-1



Household: All those persons – related or unrelated – who occupy a single housing unit. (See “Family.”)

Low Income Household: A household with an annual income no greater than 80 percent of the area median income for the number of people in the household and based on the latest available eligibility limits established annually by the U.S. Department of Housing and Urban Development (HUD) .

Moderate Income Household: A household with an annual income between the lower income eligibility limits of 80 percent of the area median family income and 120 percent of the area median family income, as established by the U.S. Department of Housing and Urban Development (HUD)

School District Employee: An employee working in a school where the majority of students served are Sunnyvale residents.

Service Industry Employee: An employee in a business engaged in providing personal services, rather than tangible objects, such as mechanics, car washer, waiter/waitress.

Very Low Income Household: A household with an annual income no greater than 50 percent of the area median family income, based on the latest available eligibility limits established by the U.S. Department of Housing and Urban Development (HUD)



**City of Sunnyvale
BELOW MARKET RATE HOUSING PROGRAM
Resident Selection Plan**

PRIORITIES FOR OWNER UNITS

Characteristic

Preference due to Community Contributions:

- ☐ Reside in Sunnyvale [number of years]

- ☐ Work in Sunnyvale [number of years]

[Minimum requirement is to reside or work in Sunnyvale for six months prior to application submittal]

Preference due to Employment (non-probationary status)

- ☐ City of Sunnyvale employee [number of years]

- ☐ School District employee working in schools with a majority of Sunnyvale residents [number of years]

- ☐ Certified child care teachers working at licensed child care center in Sunnyvale

or at child care center operated by school district [number of years]

- ☐ Sunnyvale service industry worker

- ☐ Sunnyvale Health Care workers (e.g. home health care aides, staff in convalescent homes and assisted living facilities)



FORM O-2

- ☐ Other non-City Public Service employees (e.g. Santa Clara County, State, federal)

Preference due to Housing Characteristics

- ☐ Resident of at-risk assisted unit (within 5 years of Affordability expiration)
- ☐ Resident of BMR rental unit
- ☐ Current or former resident of housing or mobile home park lost due to redevelopment or conversion
- ☐ Current or former resident of housing or mobile home park about to be lost due to redevelopment or conversion
- ☐ Number of years on "BMR Priority 1 Wait list" As of 12/31/03

Preference due to Household Characteristics

- ☐ Single parent households
- ☐ Number of Children under 12
- ☐ Chronically Ill Persons including those with HIV and Mental illness
- ☐ Disabled



FORM O-3

SUNNYVALE BELOW MARKET RATE (BMR) HOME OWNERSHIP PROGRAM

APPLICATION FOR WAIT LIST – FEBRUARY 1 TO MARCH 1, 2004

Instructions: The information you provide on these forms will be used to 1) determine your eligibility to purchase a home under the City of Sunnyvale's BMR Home Ownership Program and to; 2) establish your place on the wait list according to certain categories of preference. When a BMR unit becomes available for sale, the City will contact an applicant to complete an application to purchase a BMR Unit and to provide supporting documentation of income and other eligibility and preference factors.

The Wait List Application consists of five parts:

1. Applicant Contact Information
2. Eligibility for BMR Home Ownership Program: Income and Assets
3. Priority on Wait List
4. Household Information
5. Certifications by Applicant(s)

Please submit the Application by delivery or mail to:

City of Sunnyvale, Housing Division,
456 W. Olive Avenue, Sunnyvale, CA 94088-3707

Applications are due on Monday, March 1, 2004 at 4 p.m. – Please Note this deadline. Applications must be received, not postmarked by this date or they will not be accepted. NO LATE POSTMARKED, E-MAILED, FAXED OR INCOMPLETE APPLICATIONS WILL BE ACCEPTED. DO NOT ATTACH DOCUMENTATION TO THIS APPLICATION.

1. APPLICANT(S) CONTACT INFORMATION

Applicant Name (Print Clearly)

_____	_____	_____
Last Name	First Name	Initial
_____	_____	_____
Present Address	City	State
_____	_____	_____
Home Phone Number	Work Phone Number	Cell Number
_____	_____	_____
Name of Employer	Address	City
_____	_____	_____
Provide other names you have been known by within the past 5 years:	Job Title/Occupation	_____
_____	_____	_____
Email:	_____	



Co-Applicant Name (Print Clearly)

_____	_____	_____
Last Name	First Name	Initial
_____	_____	_____
Present Address	City	State Zip
_____	_____	_____
Home Phone Number	Work Phone Number	Cell Number
_____	_____	_____
Name of Employer	Address	City
_____	_____	_____
Provide other names you have been known by within the past 5 years:	Job Title/Occupation	
_____	_____	_____
Email:	_____	

2. ELIGIBILITY FOR BMR PROGRAM: INCOME AND ASSETS

The BMR Home Ownership Program is for households with a combined income between 70% and 120% of Area Median Income. The maximum adjusted gross annual income limits as of February 1, 2004 are:

Household Size	Minimum Income	Maximum Income
1	\$51,730	\$ 88,680
2	\$59,080	\$101,280
3	\$66,500	\$114,000
4	\$73,850	\$126,600
5	\$79,730	\$136,680
6	\$85,680	\$146,880
7	\$91,560	\$156,960
8	\$97,510	\$167,160

Please complete the following:

My household's total adjusted annual gross income as of February 1, 2004 is:

\$

In Section 5 of this application, the applicant(s) must certify that the household income is at or below the maximum household income range.



To purchase a BMR home, applicant(s) must have 3% of the BMR unit sales price available for a down payment and closing costs, typically between \$8,000 and \$12,000. In Section 5 of this application, the applicant(s) must certify that either: (1) the applicant(s) will have funds available for the downpayment and closing costs when they receive an offer to purchase a BMR unit; or (2) the applicant(s) do not currently have sufficient funds available for the downpayment and closing costs but will participate in programs that help first time homebuyers accumulate downpayment funds.

3. PRIORITY ON BMR WAIT LIST

A minimum requirement is to reside or work in Sunnyvale for six months prior to February 1, 2004.

Please check all of the following that apply and provide the number of years if applicable. **DO NOT CHECK A PREFERENCE IF NO VERIFIABLE DOCUMENTATION IS AVAILABLE.**

Check if Applies	Characteristic	Number of years and/or months	For Office Use
Preference due to Community Contributions:			
	Reside in Sunnyvale		
	Work in Sunnyvale:		
Preference due to Employment (non-probationary status)			
	City of Sunnyvale employee		
	School District employee working in schools with a majority of Sunnyvale residents		
	Certified child care teacher working at a licensed child care center in Sunnyvale or at a child care center operated by school district that serve Sunnyvale residents		
	Sunnyvale service industry worker		
	Sunnyvale health care worker (e.g. home health care aides, staff in convalescent homes and assisted living facilities)		
	Other non-City public service employee (e.g. Santa Clara County, Federal, & State)		
Preference due to Housing Characteristics			
	Resident of at-risk assisted unit (within 5 years of Affordability expiration)*		
	Resident of BMR rental unit		
	Current or former resident of a housing or mobile home park lost due to redevelopment or conversion		
	Current or former resident of a housing or mobile home park about to be lost due to redevelopment or conversion		
	Number of years on "BMR Priority 1 Waiting List" as of 12/31/03		
Preference due to Household Characteristics			
	Single parent household		
	Number of children under 12 (Please indicate number)		
	Chronically Ill Persons including those with HIV and mental illness		
	Disabled		
*To verify status contact the Housing Division @ 408-730-7456			



4. HOUSEHOLD INFORMATION

The size of the BMR unit offered for sale will depend on the composition of the household. Please state the members of your household that you anticipate will live in the BMR unit.

OTHER HOUSEHOLD MEMBERS:

NAME	BIRTH DATE	AGE	SEX	RELATIONSHIP TO APPLICANT

5. CERTIFICATION OF APPLICANT(S)

I/WE UNDERSTAND THAT:

- ANY AND ALL INFORMATION PROVIDED WILL BE USED TO DETERMINE ELIGIBILITY FOR SUBSTANTIAL PUBLIC BENEFITS AND ANY AND ALL INFORMATION CONTAINED IN THE RECORDS KEPT BY THE CITY CAN AND WILL BE USED FOR MONITORING, AUDITING AND ESTABLISHING (MY/OUR) ELIGIBILITY AND PRIORITY PREFERENCE FOR THE CITY OF SUNNYVALE'S BELOW MARKET RATE HOME OWNERSHIP PROGRAM; OTHERWISE THIS INFORMATION IS CONFIDENTIAL.
- THAT I/WE WILL BE REQUIRED TO PROVIDE VERIFIABLE DOCUMENTATION TO SUPPORT THE STATEMENTS MADE HEREIN PRIOR TO PURCHASING A BMR HOME.
- I/WE UNDERSTAND THAT IF ANY OF THESE ARE FALSE STATEMENTS OR MISREPRESENTATIONS ON THIS APPLICATION, I/WE WILL RELINQUISH ALL RIGHTS TO PARTICIPATE IN THE BMR HOME OWNERSHIP PROGRAM.



I/WE CERTIFY THE FOLLOWING:

- THAT THE INFORMATION PROVIDED IN THIS APPLICATION TO THE BMR WAIT LIST IS TRUE AND CORRECT.
- THAT THE COMBINED HOUSEHOLD INCOME IS BELOW THE MAXIMUM HOUSEHOLD INCOME.
- I/WE WILL HAVE FUNDS AVAILABLE FOR THE DOWNPAYMENT AND CLOSING COSTS UPON OFFER TO PURCHASE A BMR UNIT;
OR
- I/WE DO NOT CURRENTLY HAVE SUFFICIENT FUNDS AVAILABLE FOR THE DOWNPAYMENT AND CLOSING COSTS, AND WILL BE WILLING TO PARTICIPATE IN CITY PROGRAMS THAT ASSIST FIRST TIME HOMEBUYERS ACCUMULATE A DOWNPAYMENT.
- I/WE WILL OCCUPY A BMR UNIT AS PRIMARY RESIDENCE.
- I/WE UNDERSTAND THAT THE RESALE VALUE OF A BMR UNIT IS RESTRICTED FOR 30 YEARS.
- I/WE MEET THE U.S. CITIZENSHIP OR LEGAL RESIDENCY REQUIREMENTS. AS OUTLINED IN THE ADDENDUM TO APPLICATION.

Applicant Signature

Date

Co-Applicant Signature

Date

Print Full Name

Print Full Name

NO LATE POSTMARKED, E-MAILED, FAXED OR INCOMPLETE APPLICATIONS WILL BE ACCEPTED. DO NOT ATTACH DOCUMENTATION TO THIS APPLICATION.



FORM O-3

City of Sunnyvale Housing Division
Below Market Rate Home Ownership Program
WAIT LIST APPLICATION INSTRUCTIONS AND FAQs

DEADLINE FOR SUBMISSION: _____

The deadline for submitting the application to the Wait List is _____ at 4 p.m. Applications must be received at City Hall, not postmarked. Applications received after this date **will not be accepted.** **LATE POSTMARKED, E-MAILED, FAXED OR INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.**

SECTIONS OF THE APPLICATION

Section 1. Applicant(s) Contact Information

ESSENTIAL ELIGIBILITY REQUIREMENTS

Live or Work

Applicants must have lived in Sunnyvale for a minimum of six months prior to _____; or applicants must have worked in Sunnyvale for a minimum of six months prior to _____.

Residency

Residency in Sunnyvale requires living at a specific address in the city of Sunnyvale. Actual residency in Sunnyvale, not legal residency, is acceptable. Those who simply have a post office box, park overnight or visit in the city are not considered residents.

First Time Homebuyer

The BMR program is intended for first time homebuyers. An applicant shall be considered a first-time homebuyer if their name has not appeared on a residential property title in the counties covered by the Association of Bay Area Governments (ABAG) or Monterey Bay Association of Governments (AMBAG) for three years prior to the date of submittal of the application. Those counties include: Marin, Solano, Sonoma, Contra Costa, Alameda, San Mateo, Napa, Santa Clara, San Francisco, Monterey, Santa Cruz, and San Benito. An exception may be made for people who were homeowners prior to a divorce settlement. Properties may be owned in foreign countries as



well as elsewhere in California or the United States however these properties must be disclosed in the assets described. Owners of mobile homes may apply.

Section 2.. Eligibility: US Citizenship or Legal Residency

Citizenship Requirement

The BMR Home Ownership Program requires that the primary applicant of a household wishing to purchase a BMR unit be a United States citizen, national, or an alien who is lawfully admitted for permanent residence under the Immigration and Nationality Act. Given the scarce resource of affordable BMR units, it is appropriate to limit the opportunity to those whose status indicates residency of a permanent nature.

Eligible applicants are either:

- natural-born or naturalized citizen of the United States of America
- eligible non-citizen admitted for permanent residence in the United States of America

Section 3. Eligibility: Income and Assets

The definition of what is and is not included in annual income follows the current definition described in the U.S. Code of Federal Regulations and provided on the website of the U.S. Department of Housing and Urban Development at

<http://www.hud.gov/offices/cpd/affordablehousing/training/calculator/definitions/part5.cfm>

The following table presents the current Part 5 Annual Income inclusions as stated in the Code of Federal Regulations.

General Category	Statement from 24 CFR 5.609 paragraph (b) (April 1, 1998)
1. Income from wages, salaries, tips, etc.	The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. Business Income	Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness cannot be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest & Dividend Income	Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
	The full amount of periodic payments received from Social Security, annuities, insurance policies,



4. Retirement & Insurance Income	retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except as provided in number 14 of Income Exclusions).
5. Unemployment & Disability Income	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in number 3 of Income Exclusions).
6. Welfare Assistance	Welfare Assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: · the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus · the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph is the amount resulting from one application of the percentage.
7. Alimony, Child Support, & Gift Income	Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. Armed Forces Income	All regular pay, special day and allowances of a member of the Armed Forces (except as provided in number 7 of Income Exclusions).

Income Exclusions

This following table presents the current Part 5 Annual Income exclusions as stated in the Code of Federal Regulations.

General Category	Statement from 24 CFR 5.609 paragraph (c) (April 1, 1998)
1. Income of Children	Income from employment of children (including foster children) under the age of 18 years.
2. Foster Care Payments	Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Inheritance and Insurance Income	Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in number 5 of Income Inclusions).
4. Medical Expense Reimbursements	Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of Live-in Aides	Income of a live-in aide (as defined in 24 CFR5.403).
6. Student Financial Aid	The full amount of student financial assistance paid directly to the student or to the educational institution.
7. "Hostile Fire" Pay	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
8. Self-Sufficiency Program Income	<ul style="list-style-type: none"> f. Amounts received under training programs funded by HUD. g. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS). h. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and that are made solely to allow participation in a specific program. i. Amounts received under a resident service stipend (as defined in 24 CFR 5.609(c)(8)(iv). j. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts



	excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.
9. Gifts	Temporary, nonrecurring, or sporadic income (including gifts).
10. Reparation Payments	Reparation payments paid by a foreign government pursuant to claims under the laws of that government by persons who were persecuted during the Nazi era.
11. Income from Full-time Students	Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).
12. Adoption Assistance Payments	Adoption assistance payments in excess of \$480 per adopted child.
13. Family Support Act Income	For public housing only, the earnings and benefits to any family member resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the 1937 Act (43 U.S.C. 1437t), or any comparable federal, state or local law during the exclusion period.
14. Social Security & SSI Income	Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.
15. Property Tax Refunds	Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
16. Home Care Assistance	Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.
17. Other Federal Exclusions	<p>Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions of 24 CFR 5.609(c) apply, including:</p> <p>▶ The value of the allotment made under the Food Stamp Act of 1977;</p> <p>▶ Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions);</p> <p>▶ Payments received under the Alaskan Native Claims Settlement Act;</p> <p>▶ Payments from the disposal of funds of the Grand River Band of Ottawa Indians;</p> <p>▶ Payments from certain submarginal U.S. land held in trust for certain Indian tribes;</p> <p>▶ Payments, rebates or credits received under Federal Low-Income Home Energy Assistance Programs (includes any winter differentials given to the elderly);</p> <p>▶</p>



	<p>Payments received under the Main Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 92 Stat. 1785);</p> <p>▶</p> <p>The first \$2,000 of per capita shares received from judgments awarded by the Indian Claims Commission or the Court of Claims or from funds the Secretary of Interior holds in trust for an Indian tribe;</p> <p>▶</p> <p>Amounts of scholarships funded under Title IV of the Higher Education act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs, or veterans benefits;</p> <p>▶</p> <p>Payments received under Title V of the Older Americans Act (Green Thumb, Senior Aides, Older American Community Service Employment Program);</p> <p>▶</p> <p>Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.);</p> <p>▶</p> <p>Earned income tax credit;</p> <p>▶</p> <p>The value of any child care provided or reimbursed under the Child Care and Development Block Grant Act of 1990; and</p> <p>▶</p> <p>Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for native Americans and migrant and seasonal farm workers, Job Corps, veteran's employment programs, State job training programs and career intern programs).</p>
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Allowable Assets

An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. (Note: it is the income earned – e.g. interest on a saving's account – not the asset value, which is counted in annual income.) An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including: Penalties or fees for converting financial holdings and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset.



The definition of what is and is not included in Assets follows the current definition described in the U.S. Code of Federal Regulations and provided on the website of the U.S. Department of Housing and Urban Development at <http://www.hud.gov/offices/cpd/affordablehousing/training/calculator/definitions/treatment/inclusions.cfm>

The following table presents the current Part 5 Asset inclusions and exclusions as stated in the Code of Federal Regulations. [24 CFR Part 5 - April 1, 1998]

PART 5 ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS

Inclusions

1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance.
2. Cash value of revocable trusts available to the applicant.
3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Cash value of stocks (including options), bonds, Treasury bills, certificates of deposit and money market accounts.
4. Individual retirement and Keogh accounts (even though withdrawal would result in a penalty).
5. Retirement and pension funds.
6. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).
7. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
8. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
9. Mortgages or deeds of trust held by an applicant.

Exclusions

- 1) Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars and vehicles specially equipped for persons with disabilities. Interest in Indian trust lands.
- 2) Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.



- 3) Equity in cooperatives in which the family lives.
- 4) Assets not accessible to and that provide no income for the applicant.
- 5) Term life insurance policies (i.e., where there is no cash value).
- 6) Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.

Down Payment Requirements

At the time of purchase of a BMR unit, the buyer must have a minimum of 3% of the purchase price in readily available funds for the down payment and closing costs.

Section 4. Priority on BMR Wait List

Eligible purchasers will be awarded points according to certain categories of preferences, thus determining their priority ranking on the wait list. The City will not require documentation to verify the claims on this Wait List application, however, documentation will be required later in the full application to purchase a BMR unit. Intentionally false statements to gain priority ranking will result in removal of the applicant from the wait list and permanent ineligibility from the program.

Section 5. Household Information

Household Composition

A household is comprised of one or more persons who may or may not be related. Every person who is on title must live in the BMR unit, must be eligible, must go through every step of the application and purchase process, and must agree to comply with the program requirements.

An unborn child can be counted in family size once there is medical confirmation of pregnancy. An adoption in process will be counted in family size with verification of the adoption processing. A child will be considered part of the household when the child lives with a single parent for at least 75% of the time or in instances of joint custody, at least 50%. The applicant will need to submit a copy of the divorce decree and/or child custody agreement as verifiable documentation. If a divorce is in process, it may not be possible to qualify an applicant because family size and financial status is unclear.

All household members applying for a unit must reside in that same household at least ninety consecutive days prior to an offer to purchase a BMR unit. If the applicants are proposing to combine households with the purchase of the BMR, each household must meet minimum eligibility requirements and combined income must meet the household income limits.



Household Composition and Eligibility for Units According to Number of Bedrooms

The number of people in the household and their age, gender and familial relationships will be considered in order to determine the specific number of bedrooms in the unit each household will be eligible to purchase. The maximum number of people in the unit is twice the number of bedrooms plus one. Households may be considered for unit sizes according to the following:

Unit Size (bedroom)	Minimum Household Size	Maximum Household Size
One	1	3
Two	2	5
Three	3	7
Four	4	9

The City will review each household to determine the appropriate number of bedrooms for that household. Applicants may state whether they are willing to accept a unit with fewer bedrooms than the unit size they are eligible for in order to accommodate households who are eligible for larger units than may be actively being developed.

FREQUENTLY ASKED QUESTIONS

What happens after you submit an application?

Priority points will be assigned according to employment, housing, and family characteristics. Applications will be ranked according to the total number of priority preference points and income. City staff has estimated the number of BMR homes to be built or resold in the next three years. The wait list will be limited to 300 households. This number reflects the maximum number of BMR homes projected in the next three years. You will receive notification regarding your status on the wait list sometime this spring and a description of the next steps in the application process.

How long may you wait before you are offered a BMR home?

The waiting period may be up to three years or more before you are offered an opportunity to purchase a BMR home.



What actions do you need to take once you are accepted on the wait list?

- You must attend a series of classes for first time homebuyers and Sunnyvale BMR purchasers.
- You must either be able to obtain a loan approval, have funds available for the down payment and closing costs or agree to participate in a first time homebuyer program to accumulate down payment funds and to qualify for a loan.
- You must agree to comply with the requirements of the BMR Home Ownership Program.
- You must have documentation to verify preferences, as outlined in the Addendum to Application.

Updating of Information on Wait List

It is the responsibility of the prospective BMR purchaser to keep the City informed about current mailing address, telephone contact information, and changes in the applicant's place of employment, household composition, or income that may affect the applicant's eligibility to remain on the wait list.

Annual Certification of Continuing Eligibility

At least once a year, the City will contact the households on the BMR Home Ownership Wait List and request certification of continuing eligibility and household composition by submission of Form O-4, Annual Recertification: BMR Wait list.

Required Prepurchase Education

After the applicant is placed on the BMR Home Ownership Wait List and prior to getting an offer to purchase a BMR unit, the applicant(s) must attend a BMR prepurchase education programs offered by the City of Sunnyvale. If the applicant does not attend the program within 90 days of placement on the BMR Home Ownership Wait List, they will be removed from the list.

What are the requirements of owning a BMR home that are different from market rate real estate?

- The owners must occupy the BMR unit as a primary residence (10 months per year); it may not be rented.
- Increased resale value is restricted for 30 years.
- All sales and transfers are regulated.
- Annual certification of occupancy and attendance at educational workshops is required.



How large are BMR homes and where are they located?

BMR homes range from one to four bedrooms in size and are located throughout Sunnyvale. The number of bedrooms in the home you are eligible for depends on the number of people in the household, as outlined in the Addendum to Application.

How many BMR homes will be available?

During 2004-2005 an estimated 40 new homes will become available for sale.

Will you be offered a new or resale home?

All homes are offered as they become available to the next qualified household on the wait list.

What is the sales price of a BMR home?

Sales prices are set by the City Council each year and for 2003-2004 range from \$188,074 for a one bedroom home to \$265,805 for a four bedroom home.

When will the wait list reopen?

The list will be closed until July 2006.

Additional information is available on:

City of Sunnyvale website at <http://sunnyvale.ca.gov> or email housing@ci.sunnyvale.ca.us.

Should you require further assistance, please call us at Sunnyvale Housing Division 408-730-7250 and leave your full name, address, phone number and any questions related to the BMR Home Ownership Program. Due to the volume of calls and interest in the program it may take several days before you receive a response to your questions.



FORM O-4

**SUNNYVALE BELOW MARKET RATE (BMR) HOME PURCHASE PROGRAM
WAIT LIST ANNUAL CERTIFICATION**

Instructions: The information provided on this form will be used to determine your continued eligibility to purchase a home in the City of Sunnyvale's BMR Home Ownership Program. When a BMR unit becomes available for sale, the City will contact you to complete an "Application to Purchase BMR Unit" form and to provide supporting documentation of income and other eligibility factors.

The Annual Certification Form consists of four parts:

1. Applicant Contact Information
2. Eligibility for BMR Owner Program
3. Household Information
4. Certifications by Applicant(s)

Please submit the Annual Certification form by any of the following methods:

- a. deliver to Housing Division, Sunnyvale City Hall, 456 W. Olive Avenue
- b. mail to Housing Division, P. O. Box 3707, Sunnyvale, CA 94088-3707

1. APPLICANT(S) CONTACT INFORMATION

Applicant Name (Print Clearly)

_____		_____	_____
Last Name		First Name	Initial
_____		_____	_____
Present Address		City	State Zip
_____		_____	_____
Home Phone Number		Work Phone Number	Cell Number
_____		_____	_____
Name of Employer		Address	City
_____		_____	
Provide other names you have been known by within the past 5 years:		Job Title/Occupation	
_____		_____	



Email: _____

Co-Applicant Name (Print Clearly)

_____	_____	_____	_____
Last Name	First Name	Initial	
_____	_____	_____	_____
Present Address	City	State	Zip
_____	_____	_____	_____
Home Phone Number	Work Phone Number	Cell Number	
_____	_____	_____	_____
Name of Employer	Address	City	
Provide other names you have been known by within the past 5 years:		Job Title/Occupation	
_____	_____	_____	_____

Email: _____

2. ELIGIBILITY FOR BMR PROGRAM: INCOME AND ASSETS

The BMR Home Ownership Program is for households with a combined income between 70% and 120% of Area Median Income. The maximum adjusted gross annual income limits as of February 1, 2004 are:

Household Size	Minimum Income	Maximum Income
1	\$51,730	\$ 88,680
2	\$59,080	\$101,280
3	\$66,500	\$114,000
4	\$73,850	\$126,600
5	\$79,730	\$136,680
6	\$85,680	\$146,880
7	\$91,560	\$156,960
8	\$97,510	\$167,160



Please complete the following:

My household's total adjusted annual gross income as of February 1, 2005 is:

\$

In Section 4 of this "Annual Certification", the applicant(s) must certify that the household income remains within the maximum household income range.

3. HOUSEHOLD INFORMATION

The number of bedrooms in the BMR unit offered for sale to your household will depend on the composition of the household.

Are there changes to your Household? ____ Yes ____ No

If changed, please state the members of your household that you anticipate will live in the BMR unit.

OTHER HOUSEHOLD MEMBERS:

NAME	BIRTHDATE	AGE	SEX	RELATIONSHIP TO APPLICANT

4. CERTIFICATION OF APPLICANT(S)

I/WE UNDERSTAND THAT:

- ANY AND ALL INFORMATION PROVIDED WILL BE USED TO DETERMINE ELIGIBILITY FOR SUBSTANTIAL PUBLIC BENEFITS AND ANY AND ALL INFORMATION CONTAINED IN THE RECORDS KEPT BY THE CITY CAN AND WILL BE USED FOR MONITORING, AUDITING AND ESTABLISHING (MY/OUR) ELIGIBILITY AND PRIORITY PREFERENCE FOR THE CITY OF SUNNYVALE'S BELOW MARKET RATE HOME OWNERSHIP PROGRAM; OTHERWISE THIS INFORMATION IS CONFIDENTIAL.



-
- THAT I/WE WILL BE REQUIRED TO PROVIDE VERIFIABLE DOCUMENTATION TO SUPPORT THE STATEMENTS MADE HEREIN PRIOR TO PURCHASING A BMR HOME.
 - I/WE UNDERSTAND THAT IF ANY OF THESE ARE FALSE STATEMENTS OR MISREPRESENTATIONS ON THIS APPLICATION, I/WE WILL RELINQUISH ALL RIGHTS TO PARTICIPATE IN THE BMR HOME OWNERSHIP PROGRAM.

I/WE CERTIFY THE FOLLOWING:

- THAT THE INFORMATION PROVIDED IN THIS APPLICATION TO THE BMR WAIT LIST IS TRUE AND CORRECT.
- THAT THE COMBINED HOUSEHOLD INCOME IS BELOW THE MAXIMUM HOUSEHOLD INCOME.
- I/WE WILL HAVE FUNDS AVAILABLE FOR THE DOWNPAYMENT AND CLOSING COSTS UPON OFFER TO PURCHASE A BMR UNIT; OR
- I/WE DO NOT CURRENTLY HAVE SUFFICIENT FUNDS AVAILABLE FOR THE DOWNPAYMENT AND CLOSING COSTS, AND WILL BE WILLING TO PARTICIPATE IN CITY PROGRAMS THAT ASSIST FIRST TIME HOMEBUYERS ACCUMULATE A DOWNPAYMENT.
- I/WE WILL OCCUPY A BMR UNIT AS PRIMARY RESIDENCE.
- I/WE UNDERSTAND THAT THE RESALE VALUE OF A BMR UNIT IS RESTRICTED FOR 30 YEARS.
- I/WE MEET THE U.S. CITIZENSHIP OR LEGAL RESIDENCY REQUIREMENTS. AS OUTLINED IN THE ADDENDUM TO APPLICATION.

Applicant Signature

Date

Co-Applicant Signature

Date

Print Full Name

Print Full Name



FORM O-5

***SUNNYVALE BELOW MARKET RATE (BMR) HOME OWNERSHIP PROGRAM
APPLICATION TO PURCHASE BMR HOME***

Note: Before proceeding, please read the attached "Instructions for completing application" and refer to the "Administrative Procedures for the BMR Home Ownership Program."

The Application consists of nine parts:

1. Applicant Contact Information
2. Checklist of Documentation\
3. Citizenship or Legal Residency
4. Income
5. Assets
6. Verification of Priority on BMR Wait List
7. Household Information
8. Certifications of Applicant(s)
9. Filing Fee
10. Authorization(s) to Release Information

Please submit the Application by delivery or mail to:

City of Sunnyvale, Housing Division, 456 W. Olive Avenue, Sunnyvale, CA 94088-3707

1. APPLICANT(S) CONTACT INFORMATION

Applicant Name (Print Clearly)

_____	_____	_____
Last Name	First Name	Initial
_____	_____	_____
Present Address	City	State
_____	_____	Zip
_____	_____	_____
Home Phone Number	Work Phone Number	Cellular Telephone Number
Number of Years at Current Address: _____		

Job Title/Occupation		



Provide other names you have been known by within the past 5 years: _____

Email _____

Co-Applicant Name (Print Clearly)

Provide other names you have been known by within the past 5 years: _____

Email _____

1. CHECKLIST FOR BMR PURCHASE APPLICATION

Each section of the Application to Purchase BMR Home describes the appropriate documentation that must be attached to the application in order for it to be complete. Final eligibility to purchase a BMR home will not be determined until the application is complete and confirmation of a loan commitment is submitted to the City of Sunnyvale Housing Division. Additional information may be requested.

On the following form, please indicate that the requested documentation is either not applicable (N/A) or is attached:



Documentation	Attached ()	Not Applicable (N/A)
Section 2. CITIZENSHIP		
Naturalized Citizenship Certificate		
US Form I-551 or I-151		
US Form I-94		
Other		
Section 3. INCOME		
Signed tax returns		
Copies of Last 6 paychecks		
Self employment – 1 years of tax returns or statement from CPA		
Pension/VA/Retirement/Annuities Verification		
Social Security verification		
Disability/SSI/unemployment verification		
Spousal/Child Support: interlocutory decree		
Dividends, Interest: copies of 2 recent statements		
Rental income: lease, deed, mortgage		
Recurring contributions from other sources verification		
Other source: verification		
Section 4. ASSETS		
Checking Accounts: copies of 2 statements		
Savings Accounts: copies of 2 statements		
Mutual Fund/Money Market Fund: copies of 2 statements		
Certificates of Deposit: copies of 2 statements		
Stocks: copy of certificates or proof of purchase and current statement plus documentation of current value (online, newspaper)		



Bonds, including savings bonds: copy of each		
Real estate property/mobile home: loan statement, letter from licensed broker or bank estimating market value		
Other assets with value greater than \$10,000: appraisals, other verification		
Profit Sharing Plan, IRA, 401K, PERS, TSP or other retirement account: copies of 2 most recent statements and documentation stating penalties for withdrawal		
Gift: Gift Letter		
Personal Loan: Loan Agreement		
Stock Options: Verification		
Downpayment Assistance Loan from City or Other: Loan Agreement		
IDA Account Match: IDA Agreement and recent statement		
Other: Verification		
Section 5. PRIORITY ON BMR WAIT LIST (see form attached to letter)		
Section 6. HOUSEHOLD INFORMATION		
Pregnancy Test Confirmation		
Adoption Processing Papers		

2. CITIZENSHIP OR LEGAL RESIDENCY

Applicant is a: _____ U.S. Citizen _____ Resident Alien _____ Other _____

Alien Registration Number _____

Co- Applicant is a: _____ U.S. Citizen _____ Resident Alien _____ Other _____

Alien Registration Number _____

Attach appropriate documentation if necessary.



3. INCOME

CATEGORY OF INCOME	Applicant		Co-Applicant	
	Last Year	This Year	Last Year	This Year
Wages, Salaries, Tips, etc.				
Business Income				
Interest & Dividend Income				
Retirement & Insurance Income				
Unemployment & Disability Income				
Welfare Assistance				
Alimony, Child Support & Gift Income				
Armed Forces Income				
Other				
TOTALS				



4. ASSETS

ASSETS: LIQUID ASSETS READILY AVAILABLE				
1. Cash held in Savings and Checking Accounts				
a. Savings	Institution	Account No.	Amount	
SUB-TOTAL				\$
b. Checking	Institution	Account No.	Amount	
SUB-TOTAL				\$
c. Other Cash on Hand (safe Deposit Box, home)			Amount:	
SUB-TOTAL				\$
2. Cash Value of Revocable Trusts: Amount:				
3. Cash Value of Stocks (including Options)/Bonds				
a. Mutual Funds/Money Market	Institution	Account No.	Amount	
SUB-TOTAL				\$
b. Stocks and Bonds (incl. Savings bonds) – value as of date of application (attach list)				\$
SUB-TOTAL				
c. Certificates of Deposit (attach list)				\$
SUB-TOTAL				
4. Equity in renal property or other capital investments (real property presently owned-estimated market value less outstanding debt (attach list)				\$
SUB-TOTAL				
5. Lump sum or one-time receipts such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements				\$
SUB-TOTAL				



6. Other personal assets with cash value greater than \$10,000: do not include furniture or autos (attach list)	\$
SUB-TOTAL	
SUB-TOTAL LIQUID ASSETS READILY AVAILABLE	\$

Other Sources of Cash

If the total assets listed above are insufficient to meet the downpayment required, you may have sources, other than the above, from which the required amount for down payment and closing costs will be provided. Please indicate what amounts would be available to you from the following sources, and specify other sources not listed below: Attach letters from each source.

ASSETS: OTHER SOURCES OF CASH		
Type		Value
Profit Sharing Plan, IRA and/or 401K, PERS, TSP or other pension/retirement plan (even though withdrawal would result in a penalty)		
Life Insurance	Face Amount	
	Cash Value	
	Loan Value	
Personal Loan		
City/Other Downpayment Assistance Loan		
Individual Development Account Match		
Other		
SUB-TOTAL: OTHER SOURCES OF CASH		\$

TOTAL ASSETS: \$_____

5. VERIFICATION OF PRIORITY ON BMR WAIT LIST

When you submitted an application to the BMR Wait list, you certified to the City that your household deserves priority on the wait list because of certain characteristics. The letter with this application contains an attachment restating those household characteristics and asking you to attach verification documentation. That priority statement and documentation must be attached to this application in order for it to be complete.



6. HOUSEHOLD INFORMATION

The number of bedrooms in the BMR unit offered for sale will depend on the composition of the household 90 days prior to filing application. Please state the members of your household that you anticipate will live in the BMR unit.

OTHER HOUSEHOLD MEMBERS:

NAME	BIRTHDATE	AGE	SEX	RELATIONSHIP TO APPLICANT

Attach documentation confirming any situations that affect household composition e.g. joint custody of children under 18 and anticipated family expansion through pregnancy or adoption.

7. CERTIFICATION OF APPLICANT(S)

Every applicant(s) should initial each of the certifications.

I/WE UNDERSTAND THAT:

_____ ANY AND ALL INFORMATION PROVIDED WILL BE USED TO DETERMINE ELIGIBILITY FOR SUBSTANTIAL PUBLIC BENEFITS AND ANY AND ALL INFORMATION CONTAINED IN THE RECORDS KEPT BY THE CITY CAN AND WILL BE USED FOR MONITORING, AUDITING AND ESTABLISHING (MY/OUR) ELIGIBILITY AND PRIORITY PREFERENCE FOR THE CITY OF SUNNYVALE'S BELOW MARKET RATE HOME OWNERSHIP PROGRAM; OTHERWISE THIS INFORMATION IS CONFIDENTIAL.

_____ IF MY/ OUR APPLICATION CONTAINS FALSE STATEMENTS, FALSE OR FALSIFIED DOCUMENTATION, OR MISREPRESENTATIONS, I/WE WILL RELINQUISH ALL RIGHTS TO PARTICIPATE IN THE BMR HOME OWNERSHIP PROGRAM.

_____ IF I/WE PURCHASE A BMR UNIT, WE WILL BE REQUIRED TO CERTIFY AT LEAST ANNUALLY THAT WE COMPLY WITH BMR PROGRAM REQUIREMENTS AND THAT THE CITY OF SUNNYVALE WILL BE CONTINUOUSLY AUDITING AND MONITORING MY/OUR COMPLIANCE WITH THE BMR PROGRAM.



I/WE CERTIFY THE FOLLOWING:

_____ THAT I/WE HAVE PROVIDED VERIFIABLE DOCUMENTATION TO SUPPORT THE STATEMENTS MADE HEREIN PRIOR TO PURCHASING A BMR HOME AND THAT THE INFORMATION PROVIDED IN THIS APPLICATION TO PURCHASE A BMR UNIT IS TRUE AND CORRECT.

_____ THAT THE COMBINED HOUSEHOLD INCOME IS BELOW THE MAXIMUM HOUSEHOLD INCOME.

_____ I/WE WILL HAVE FUNDS NEEDED FOR THE DOWNPAYMENT AND CLOSING COSTS TO PURCHASE A BMR UNIT.

_____ I/WE WILL CONTINUOUSLY OCCUPY A BMR UNIT AS PRIMARY RESIDENCE.

_____ I/WE HAVE ATTENDED A PRE-PURCHASE WORKSHOP AND UNDERSTAND THE BMR PROGRAM REQUIREMENTS AND RESTRICTIONS.

_____ I/WE UNDERSTAND THAT THE RESALE VALUE OF A BMR UNIT IS RESTRICTED FOR 30 YEARS.

_____ I/WE UNDERSTAND THAT THERE ARE CONSEQUENCES FOR FAILURE TO COMPLY WITH BMR PROGRAM REQUIREMENTS AND I/WE HAVE BEEN INFORMED ABOUT THOSE CONSEQUENCES.

Applicant Signature

Date

Co-Applicant Signature

Date

Print Full Name

Print Full Name

9. FILING FEE:

The application filing fee is attached in the following form:

_____ Personal check

_____ Cashier's check

_____ Money order



CITY OF SUNNYVALE BELOW MARKET RATE (BMR) HOME PURCHASE PROGRAM

AUTHORIZATION TO RELEASE INFORMATION

APPLICANT

CO- APPLICANT

SOCIAL SECURITY #: _____ SOCIAL SECURITY #: _____

ADDRESS: _____

I/We the undersigned, hereby authorize the City of Sunnyvale, to request copies of any and all information about my/our income, assets, employment, etc. for the purpose of verification of information provided on my/our application to purchase a BMR home.

SIGNED: _____
APPLICANT

DATE: _____

SIGNED: _____
CO-APPLICANT

DATE: _____



FORM O-5

City of Sunnyvale Housing Division Below Market Rate Home Ownership Program INSTRUCTIONS FOR APPLICATION TO PURCHASE

In order to be eligible to apply to purchase a BMR home, you attended a pre-purchase education workshop where you were informed about the special conditions of owning a home through the BMR program. The City has provided you a copy of the BMR Administrative Procedures for the Home Ownership Program with complete details about the program requirements and the process to purchase a BMR home. The following are the instructions for completing the application form.

Completion of the Application

Either mail or deliver the completed application and requested documentation to:

City of Sunnyvale, Housing Division
456 West Olive Avenue
Sunnyvale, CA 94086

All applications and the authorization forms must be fully completed, and dated with original signature(s). Please complete all spaces on the form; if a space on the application does not apply, please write N/A (Not applicable).

Incomplete applications and applications without complete verification documentation will not be processed. If you have any questions after reading these instructions that accompany the application or the BMR Administrative Procedures, please contact the Sunnyvale Housing Division at (408) 730-7250 or email housing@ci.sunnyvale.ca.us

Section 1. Applicant(s) Contact Information

If more than two applicants are submitting an application, attach another sheet with the co-applicant's information.



Every member of the household 18 years of age or older who intends to live in the BMR unit must submit income information.

Section 2. Checklist of Documentation

DO NOT ATTACH ORIGINALS OF DOCUMENTATION TO THIS APPLICATION- PLEASE PROVIDE COPIES OF DOCUMENTATION. Please number each sheet of attached documentation in the upper right hand corner with the number of the Application Section that it supports; for example, a copy of a W-2 IRS form about annual income would be labeled a “3” because it documents the applicant’s income requested in Section 3 of the application.

Section 3. Citizenship or Legal Residency

The BMR Home Ownership Program requires that the primary applicant(s) on title to the property of a household wishing to purchase a BMR unit be a United States citizen, national, or an alien who is lawfully admitted for permanent residence under the Immigration and Nationality Act. Given the scarce resource of affordable BMR units, the opportunity has been limited to those whose status indicates residency of a permanent nature, since that is a requirement of the program.

Eligible applicants are either:

- a) natural-born or naturalized citizen of the United States of America
- b) eligible non-citizen admitted for permanent residence in the United States of America

Documentation to Support Citizenship: The following are acceptable forms of documentation.

- A. Citizens: When an applicant indicates on the application that he/she is a natural-born citizen, no further verification is made. A naturalized citizen must submit a copy of the citizenship certificate granted by the Bureau of United States Citizenship and Immigration Services (USCIS) of the United States Department of Homeland Security.
- B. Eligible Non-Citizens: An eligible non-citizen must present any of the following USCIS documents:
 - 1. Form I-551 – Alien Registration Receipt Card (for permanent resident aliens), or Form I-151, Alien Registration Receipt Card (for permanent resident aliens issued prior to 1979)
 - 2. Form I-94 – Arrival-Departure Record, with one of the following annotations:
 - a. “Admitted as Refugee Pursuant to section 207”
 - b. “Section “208” or “Asylum”
 - c. “Section 243{h} or “Deportation stayed by Attorney General”



- d. "Paroled pursuant to Sec 212(d) (5) of the INA"
3. If Form I-94, Arrival-Departure Record, is not annotated, it should be accompanied by any of the following documents:
 - a. A final court decision, granting asylum (but only if no appeal is taken);
 - b. A letter from an USCIS asylum officer granting asylum (if application filed on or after October 1, 1990);
 - c. A court decision granting withholding of deportation; or
 - d. A letter from a USCIS asylum officer granting withholding of deportation (if application on or after October 1, 1990).
4. A receipt issued by the USCIS indicating that an application for issuance of a replacement document in one of the above-listed categories has been made and the applicant's entitlement to the document has been verified."

Section 4. Income

The gross annual income of all household members (18 years or older) are considered when determining eligibility. The types of income to be verified are described in the following section, "Allowable Income for Purchase of BMR Unit."

The BMR Home Ownership Program is for household with a combined income between 70% and 120% of Area Median Income. The maximum adjusted gross annual income limits as of February 1, 2004 are:

Household Size	Maximum Income
1	\$ 88,680
2	\$101,280
3	\$114,000
4	\$126,600
5	\$136,680
6	\$146,880
7	\$156,960
8	\$167,160



The types of income documentation that will be requested include a **signed** copy of the most recent tax return with all pages and W2s, as well as the following examples:

Source of Income	Documentation
Wages, Salaries, Tips, Commissions, etc.	Copies of the last six paychecks or other verification of employment
Business income	Two prior years tax returns or 1 year of verification of income by a certified public accountant or bookkeeper including profit/loss statements and financial statement
Interest and dividend income	Copies of 2 recent statements
Retirement and Insurance Income	Verification
Unemployment & Disability Income	Verification
Welfare Assistance	Verification
Alimony, Child Support and Gift Income	Interlocutory decree which indicates specified payment or proof of non-payment
Armed Forces Income	Copies of the last six paychecks or other verification of employment

Allowable Income for Purchase of BMR Unit

The definition of what is and is not included in annual income follows the current definition described in the U.S. Code of Federal Regulations and provided on the website of the U.S. Department of Housing and Urban Development at

<http://www.hud.gov/offices/cpd/affordablehousing/training/calculator/definitions/part5.cfm>

The following table presents the current Part 5 Annual Income inclusions as stated in the Code of Federal Regulations.

General Category	Statement from 24 CFR 5.609 paragraph (b) (April 1, 1998)
1. Income from wages, salaries, tips, etc.	The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. Business Income	Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness cannot be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest & Dividend Income	Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An



	allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. Retirement & Insurance Income	The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except as provided in number 14 of Income Exclusions).
5. Unemployment & Disability Income	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in number 3 of Income Exclusions).
6. Welfare Assistance	Welfare Assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: · the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus · the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph is the amount resulting from one application of the percentage.
7. Alimony, Child Support, & Gift Income	Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. Armed Forces Income	All regular pay, special day and allowances of a member of the Armed Forces (except as provided in number 7 of Income Exclusions).

Income Exclusions

This following table presents the current Part 5 Annual Income exclusions as stated in the Code of Federal Regulations.

General Category	Statement from 24 CFR 5.609 paragraph (c) (April 1, 1998)
1. Income of Children	Income from employment of children (including foster children) under the age of 18 years.
2. Foster Care Payments	Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Inheritance and Insurance Income	Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in number 5 of Income Inclusions).
4. Medical Expense Reimbursements	Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of Live-in Aides	Income of a live-in aide (as defined in 24 CFR5.403).
6. Student Financial Aid	The full amount of student financial assistance paid directly to the student or to the educational institution.
7. "Hostile Fire" Pay	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
8. Self-Sufficiency Program Income	<ul style="list-style-type: none"> k. Amounts received under training programs funded by HUD. l. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS). m. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing,



	<p>transportation, childcare, etc.) and that are made solely to allow participation in a specific program.</p> <p>n. Amounts received under a resident service stipend (as defined in 24 CFR 5.609(c)(8)(iv).</p> <p>o. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.</p>
9. Gifts	Temporary, nonrecurring, or sporadic income (including gifts).
10. Reparation Payments	Reparation payments paid by a foreign government pursuant to claims under the laws of that government by persons who were persecuted during the Nazi era.
11. Income from Full-time Students	Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).
12. Adoption Assistance Payments	Adoption assistance payments in excess of \$480 per adopted child.
13. Family Support Act Income	For public housing only, the earnings and benefits to any family member resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the 1937 Act (43 U.S.C. 1437t), or any comparable federal, state or local law during the exclusion period.
14. Social Security & SSI Income	Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.
15. Property Tax Refunds	Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
16. Home Care Assistance	Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.
17. Other Federal Exclusions	<p>Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions of 24 CFR 5.609(c) apply, including:</p> <p>▶</p> <p>The value of the allotment made under the Food Stamp Act of 1977;</p> <p>▶</p> <p>Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions);</p> <p>▶</p> <p>Payments received under the Alaskan Native Claims Settlement Act;</p> <p>▶</p> <p>Payments from the disposal of funds of the Grand River Band of Ottawa Indians;</p> <p>▶</p> <p>Payments from certain submarginal U.S. land held in trust for certain Indian tribes;</p>



	<p>▶ Payments, rebates or credits received under Federal Low-Income Home Energy Assistance Programs (includes any winter differentials given to the elderly);</p> <p>▶ Payments received under the Main Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 9z Stat. 1785);</p> <p>▶ The first \$2,000 of per capita shares received from judgments awarded by the Indian Claims Commission or the Court of Claims or from funds the Secretary of Interior holds in trust for an Indian tribe;</p> <p>▶ Amounts of scholarships funded under Title IV of the Higher Education act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs, or veterans benefits;</p> <p>▶ Payments received under Title V of the Older Americans Act (Green Thumb, Senior Aides, Older American Community Service Employment Program);</p> <p>▶ Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.);</p> <p>▶ Earned income tax credit;</p> <p>▶ The value of any child care provided or reimbursed under the Child Care and Development Block Grant Act of 1990; and</p> <p>▶ Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, State job training programs and career intern programs).</p>
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Section 5. Assets



Assets are limited to a maximum of \$100,000. The applicant(s) should have sufficient readily available assets for a minimum of 3% of the purchase price for down payment and closing costs.

An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. (Note: it is the income earned – e.g. interest on a saving's account – not the asset value, which is counted in annual income.) An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including: Penalties or fees for converting financial holdings and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset.

The definition of what is and is not included in Assets follows the current definition described in the U.S. Code of Federal Regulations and provided on the website of the U.S. Department of Housing and Urban Development at <http://www.hud.gov/offices/cpd/affordablehousing/training/calculator/definitions/treatment/inclusions.cfm>

The following table presents the current Part 5 Asset inclusions and exclusions as stated in the Code of Federal Regulations. [24 CFR Part 5 - April 1, 1998]

PART 5 ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS

Inclusions

1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance.
2. Cash value of revocable trusts available to the applicant.
3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Cash value of stocks (including options), bonds, Treasury bills, certificates of deposit and money market accounts.
4. Individual retirement and Keogh accounts (even though withdrawal would result in a penalty).
5. Retirement and pension funds.
6. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).
7. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
8. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.



9. Mortgages or deeds of trust held by an applicant.

Exclusions

1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars and vehicles specially equipped for persons with disabilities.
2. Interest in Indian trust lands.
3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.
4. Equity in cooperatives in which the family lives.
5. Assets not accessible to and that provide no income for the applicant.
6. Term life insurance policies (i.e., where there is no cash value).
7. Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.

Documentation to Support Assets: The assets of all household members are considered when determining eligibility. All assets over \$5,000 are included in the eligibility determination. The following is the types of assets to be verified and the type of documentation that will be requested:

Liquid Cash Asset	Documentation
Checking Account, Savings Account, Mutual Fund/Money Market Fund, Certificates of Deposit	Copies of two most recent statements indicating deposits, interest rates
Stocks, including Options	Copy of each stock certificate or proof of purchase and statement of current value ; for stock prices attach a copy of recent dated newspaper or online source that shows the value of each company's stocks
Bonds, including Savings Bonds	Copies of each
Real estate property/mobile home owner	Letter from a licensed broker or bank financing the property estimating market value of property; most recent loan statement indicating amounts paid and amounts owed, or other documentation as requested.

If liquid cash assets are not sufficient to meet the minimum asset requirement (down payment and estimated closing costs for a 97% loan), the applicant(s) will need to demonstrate that the cash requirement can be met from some other source(s). Examples of acceptable sources include:



Other Cash Asset	Documentation
Profit Sharing Plan, IRA and/or 401K, PERS or Other Retirement Account	Copies of two most recent statements indicating deposits, interest rates; documentation stating penalties for withdrawal
Life Insurance	Copy of Policy and two most recent statements
Gift	Gift Letter
Personal Loan	Letter or loan agreement.
Downpayment Assistance Loan from City or Other	Copy of agreement
Individual Development Account Match	Copy of two most recent statements
Other	Verification

Section 6. PRIORITY PREFERENCES

The Sunnyvale City Council has given careful consideration to granting priority preference points to households in certain categories and according to the number of years of service or residency, in acknowledgement of the applicants' contribution to the community over time.

The following are examples of the preference characteristics and the type of documentation that the city will consider as verifiable proof.

Characteristic	Documentation
Reside in Sunnyvale/number of years	Copies of current and past leases, residential telephone bills for land line at home address, signed tax returns; if no lease agreement is available, a written/ statement from the landlord or property manager indicating length of time at that address
Work in Sunnyvale/number of years	Copies of paycheck(s), IRS W-2s or 1099 forms, Employment verification statement(s) from Human Resources
City of Sunnyvale employee/number of years	Copy of Paycheck; statement from Human Resources re tenure
School District employee working in schools with a majority of Sunnyvale residents	Copy of Paycheck, W-2s from past years and letter from employer
Certified child care teachers working at licensed child care center in Sunnyvale or at child care center operated by school district	Copy of Paycheck, W-2s from past years and letter from employer



Sunnyvale service industry worker (an employee in a business engaged in providing personal services, rather than tangible objects, such as mechanics, car washer, waiter/waitress)	Copy of Paycheck and letter from employer
Sunnyvale health care workers (e.g. home health care aides, staff in convalescent homes and assisted living facilities)	Copy of Paycheck and letter from employer
Resident of at-risk assisted unit (within 5 years of Affordability expiration)	List of affected Sunnyvale properties in Appendix O-12; Proof of residency
Resident of BMR rental unit	Statement from Rental Property Manager
Resident of housing project or mobile home park lost due to redevelopment or conversion	Proof of residency in an affected site
Number of years on “BMR Priority 1 Wait list” as of 12/31/03	City records
Single parent households	Signed tax return
Number of children under 12	Birth certificates of children; custody decree from divorce if applicant is divorced
Chronically Ill Persons including those with HIV and mental illness	Letter from physician in specialty of illness claimed; evidence of SSI
Disabled	Federal/State ID card, evidence of SSI

In the case of co-applicants, priority points for number of years are assigned according to the maximum points from one applicant or the other, not in total or a combined average. For example, if one applicant had lived in Sunnyvale for six years and the other applicant for four years, priority points would be assigned for six years, not for ten years (the total) and not for five years (their average).

Section 7. Household Composition

A household is comprised of one or more persons who may or may not be related. Every adult who plans to take title to the BMR unit must live in the unit, must be eligible, must go through every step of the application and purchase process, and must agree to comply with the program requirements. All household members applying for a unit must reside as a household at least ninety days prior to an offer to purchase a BMR unit.



An unborn child can be counted in family size once there is medical confirmation of pregnancy. An adoption of a child that is in process will be counted in family size with documentation of the adoption processing. A child will be considered part of the household when the child lives with a single parent for at least 75% of the time or in instances of joint custody, at least 50%. The applicant will need to submit a copy of the divorce decree or child custody agreement as verifiable documentation. If a divorce is in process, it is not possible to qualify an applicant because family size and financial status is unclear.

Household Composition and Eligibility for Units According to Number of Bedrooms

The number of people in the household and their age, gender and familial relationships will be considered in order to determine the specific number of bedrooms in the unit each household will be eligible to purchase. The maximum number of people in the unit is twice the number of bedrooms plus one. Households may be considered for unit sizes according to the following:

Unit Size (bedroom)	Minimum Household Size	Maximum Household Size
One	1	3
Two	2	5
Three	3	7
Four	4	9

The City will review each household to determine the appropriate number of bedrooms for that household. Applicants may state whether they are willing to accept a unit with fewer bedrooms than the unit size they are eligible for in order to accommodate households who are eligible for larger units than may be actively being developed.

Section 8. Certifications and 10. Authorization to Release Information

Any and all information provided to establish eligibility for the BMR Home Ownership Program can and will be used for monitoring, auditing and establishing compliance with the BMR Program Requirements; Otherwise this information is confidential.

Additional information: available on the City of Sunnyvale website at <http://sunnyvale.ca.gov/> or email lgaeta@ci.sunnyvale.ca.us.



FORM 0- 6

ADDENDUM TO PURCHASE AGREEMENT

For ____ [address] ____
Sunnyvale, California

BETWEEN

This Addendum to the Purchase Agreement, dated _____, 200__, is by and
between _____, (“SELLER”)
and _____, (“BUYER”).

I. The BUYER HEREBY AGREES AND ACKNOWLEDGES THAT:

1. Entry will not be allowed into the BMR unit located at _____, Sunnyvale, California until the close of escrow and recordation of all documents related to the sale. Keys will be provided after recordation of the sale.
2. Personal belongings may not be moved into or stored at the BMR unit until recordation of the sale by the County Recorder’s Office.
3. The BMR unit cannot be financed for an amount greater than 97% of the BMR value of the unit. The BMR value is always determined by the City of Sunnyvale, Housing Division.
4. The CITY is not responsible for any costs related to this transaction incurred by the BUYER, including, but not limited to, moving expenses, rent, security deposit losses, or any other costs related to occupancy of the BMR unit.



II. Buyer and Seller mutually agree, any other provisions of the Contract to the contrary notwithstanding, that the following provisions are hereby incorporated into the Contract:

1. **Purchase Price.** The purchase price (the "Purchase Price") of the property is \$_____. The Purchase Price has been established in accordance with the provisions of the City of Sunnyvale Below Market Rate Purchase Program as set forth in Chapter 19.66 of the Sunnyvale Municipal Code, as amended by Ordinance No. 2717-03 on February 4, 2003, and administrative regulations established with respect thereto, as the same may be amended from time to time (such ordinance provisions and regulations are collectively referred to as the "Ordinance").
2. **Notice of Principal Residence.** Buyer hereby acknowledges and agrees that Buyer will occupy the Property as Buyer's principal residence in accordance with the provisions of the Ordinance.
3. **Compliance with Below Market Rate Program Ordinance.** It is agreed and understood that the Property is subject to the terms and conditions of the Ordinance, including, with limitation, price controls, occupancy requirements, financing and sales restrictions applicable to the Property. In addition, it is acknowledged and understood by Buyer that the property is subject to the provisions of the Ordinance and administrative regulations, as amended from time to time.
4. **Deed of Trust Provisions.** Buyer(s) acknowledge(s) and agree(s) that they have read and understood the provisions of Ordinance No. 2717-03 amending Chapter 19.66 of the Sunnyvale Municipal Code pertaining to Affordable Housing and Single Room Occupancies attached as Exhibit A. Buyer(s) acknowledges and agree(s) that the provisions of the Ordinance will be secured on the property and contained in a Deed of Trust to be conveyed by the Buyer as Trustor and the City of Sunnyvale as Beneficiary.

THE DEED OF TRUST PROVISIONS, AMONG OTHER THINGS, INCLUDE RESTRICTIONS ON FUTURE TRANSFERS, OCCUPANCY AND REFINANCING AND PROVIDE THAT DURING THE CONTROL PERIODS (AS DEFINED THEREIN) THE PROPERTY HEREBY CONVEYED SHALL BE SUBJECT TO ALL THE PROVISIONS OF THE ORDINANCE, AS THE SAME MAY BE AMENDED FROM TIME TO TIME.

THE TOTAL AGGREGATE AMOUNT OF INDEBTEDNESS THAT MAY BE SECURED BY THE PROPERTY HEREBY CONVEYED SHALL NOT EXCEED THE PURCHASE PRICE FOR THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, A RIGHT OF THE CITY OF SUNNYVALE TO ACQUIRE THE PROPERTY HEREBY CONVEYED ON CERTAIN TERMS IN THE EVENT OF A PENDING FORECLOSURE SALE OF THE PROPERTY.



5. **Buyer to Advise Lenders of BMR Program Requirements.** Purchaser shall provide each lender to which Purchaser applies for financing of the purchase of the Property a complete copy of the Contract including the BMR Deed of Trust, Administrative Guidelines and Addendum to Purchase Agreement and advise each lender that the BMR Ordinance and administrative regulations include requirements with which any financing documents provided must comply.
6. **No liability of BMR Program (as defined in this paragraph).** The Buyer and Seller expressly acknowledge and agree that the City of Sunnyvale, including all of its' employees, agents, contractors, representatives and counsel shall have no liability to either party and are hereby unconditionally and forever released from any and all liability whatever in connection with the purchase and sale of the Property. Buyer and Seller expressly acknowledge that each of them intends the BMR Program to be the beneficiary of such release.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SUNNYVALE ("CITY")

By _____
Housing Officer

("BUYERS")

By _____

By _____

("SELLERS")

By _____

By _____



FORM O-7

CURRENT SALES PRICES

Effective as of February 2004:

Number of Bedrooms in Unit	Sales Price
1	\$188,074
2	\$215,787
3	\$243,669
4	\$265,805



FORM O-8

RECORDING REQUESTED BY

CITY OF SUNNYVALE

Record at No Fee per Government

Code Section 6103

AND WHEN RECORDED MAIL TO:

Housing Division

CITY OF SUNNYVALE

456 W. Olive Avenue

P.O. Box 3707

SUNNYVALE, CA 94088—3707

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN#

DEED OF TRUST

Securing Deed Restrictions that control the resale of the Below Market Rate Property, including **obligations and restrictions limiting the use and occupancy, the resale value of the property and the ability to transfer title to the property.**

THIS DEED OF TRUST is made as of _____, between _____ ("Trustor"), and the CITY OF SUNNYVALE, a municipal corporation of the State of California ("Trustee" and Beneficiary), whose address is 456 West Olive Avenue, P.O. Box 3707, Sunnyvale, California, 94088-3707.



This Deed of Trust is security to insure compliance with the provisions of the Sunnyvale Below Market Rate Ordinance, Chapter 19.66, and is secured on _____, **Sunnyvale, California**, a below market rate property, and is entered into as of this **day of** _____, **200** by and between the **CITY OF SUNNYVALE** ("City") and

_____, ("Owner"). The covenants run with the land and the terms and conditions of the Deed of Trust are intended to bind the Owner for **thirty (30) years** from the date of the recordation of the Deed of Trust.

RECITALS

WHEREAS, the City has developed a program to provide housing opportunities to persons with low or moderate incomes to purchase homes at prices which are below market rates prevailing in the community; and

WHEREAS, the intent of the City is to preserve the number and availability of affordable homes in the program for persons with low or moderate incomes for as long as possible;

Whereas, the parties understand and agree that owner will take out a purchase money loan secured by a First Deed of Trust on the property. **This purchase money loan may not exceed 97% of the Below Market Rate value of the property.** In order to protect the City of Sunnyvale interest in the property, further encumbrancing of the property, after the purchase money loan, including refinancing of the First Deed of Trust, second or subsequent loans and/or any other encumbrances or liens against the property shall be limited such that the total encumbrances of the property does not exceed 97% of the Below Market Rate value of the property. Violation of this provision shall be considered a prohibited transfer and will constitute a breach of the Deed of Trust. **The Below Market Rate value is \$_____** and may be adjusted by the City of Sunnyvale, from time to time, as described in the Purchase Price formula adjustment contained in Section 15(B).__

NOW, THEREFORE, in consideration of the benefits received by the Owner, Owner and City agree as follows:

1. **Premises.** The real property which is the subject of this Deed of Trust is commonly known as (street address), _____, **SUNNYVALE, CALIFORNIA** more fully described in the legal description attached hereto and incorporated herein by reference as **Exhibit "A."** Said real property ("Premises") is hereby designated as a Below-Market Rate Unit ("BMR unit") and shall be subject to the terms and conditions herein set forth, as well as the applicable provisions of Sunnyvale Municipal Code Chapter 19.66, and administrative procedures together with any amendments, which may be adopted from time to time.



2. Suppression. This Deed of Trust shall supersede any and all resale Deed of Trusts, deed restrictions and other similar conditions and/or restrictions previously imposed on the Premises pursuant to the provisions of Chapter 19.66 of the Sunnyvale Municipal Code, whether or not such previous Deed of Trusts or restrictions were recorded.

3. Owner Representations and Warranties. The Owner represents and warrants to the City that the financial and other information previously provided to the City by the Owner for the purpose of qualifying to purchase the BMR unit was true and correct at the time it was given and remains true and correct as of the date of the Deed of Trust. Owner shall be in default if Owner, during the loan application process, gave materially false or inaccurate information or statements to City (or failed to provide City with any material information) including, but not limited to, representations concerning (i) Owner's occupancy of the Property as a principal residence and (ii) Owner's income. Owner further understands that any material misstatement or misrepresentation shall be deemed to be a material breach of this Deed of Trust.

4. Occupancy of Property: Owner shall occupy, establish and maintain the use of the Property as Owner's principal residence within thirty (30) days after the execution of this Deed of Trust. Owner's principal residence shall mean the Property is occupied by the Owner for at least ten (10) months out of each year. The Owner shall not lease the Property without the express written consent of the City of Sunnyvale during any twelve-month period and shall not lease the property without providing the City with a copy of the lease. Owner shall continuously claim a homeowner's exemption for property taxes with the Santa Clara County Assessor's Office on the Property. Failure to claim the homeowner's exemption is a breach of the terms and conditions of the Deed of Trust.

5. Transfer by Owner. Any attempt by the Owner to make a Prohibited Transfer to or any interest in the Property in violation of the terms of the Deed of Trust shall be void and subject to exercise by the City of its right of first refusal to purchase.

(A) "Transfer" means any voluntary or involuntary sale, assignment or transfer of any interest in the Property, including fee simple interest, tenancy in common, joint tenancy, community property, tenancy by the entireties, life estate, or other limited estate, leasehold interest or any rental of the Property, or any interest evidenced by a land contract, or any encumbrance or liens exceeding 95% of the Below Market Rate value of the property. Any Transfer without satisfaction of the conditions of this Deed of Trust shall be deemed a "Prohibited Transfer".

(B) The following Transfers are not considered Prohibited Transfers and therefore are not subject to the City's right to exercise its right of first refusal to purchase: (a) Transfer by devise, or inheritance to the Owner's spouse; (b) Transfer of title by an Owner's death to a surviving joint tenant, tenant by entireties, or a surviving spouse of community property; (c) Transfer of title to a spouse as part of divorce or dissolution proceedings; (d) Transfer of title or an interest in the Property to the spouse in conjunction with marriage; providing, however; that these covenants shall continue to run with the title to the Property following said Transfers; and that an instrument be executed, acknowledge and recorded by the Transferee containing the following covenant: "This Property is subject to the Deed of Trust securing deed restrictions that restrict the resale, refinance, occupancy and contain City's right of first refusal to purchase and Transfer on behalf of Transferee, and Transferee's successors and assigns, covenants and agrees to be bound by and perform according to the terms and conditions of the Deed of Trust, and to include in any further Transfer of the Property the covenant required by Section 5(B) of the Deed of Trust." A



Transferee who satisfies the conditions of this Section 5(b) shall then be the Owner.

(C) Transfers by devise or inheritance will be permitted under the following terms and conditions of transfer: (a) Transferee will reside in the Property and within thirty (30) days of the transfer the Transferee shall occupy, establish and maintain the use of the Property as Transferee's principal residence; (b) The Transferee shall provide all information related to household income necessary for the purpose of determining the financial qualifications of the transferee to own a BMR unit; and (c) The Transferee will execute a Deed of Trust securing the covenants and conditions of the City of Sunnyvale Below Market Rate Program including any and all conditions contained in Sunnyvale Municipal Code Chapter 19.66, including any amendments thereto which may be adopted from time to time and this instrument will include a full renewal of the term of the restrictions of the Below Market Rate Program as provided for in Sunnyvale Municipal Code Chapter 19.66, as related to the purchase of units.

6. Notice of Prohibited Transfer Within thirty (30) days after receiving notification of a Prohibited Transfer, the City of Sunnyvale shall give written notice to the Owner, specifying the nature of the Prohibited Transfer. If the violation is not corrected to the satisfaction of the City within ten (10) days after the date of the notice, or within such further time as the City determines is necessary to correct the violation, the City may declare a default under the terms of this Deed of Trust. Upon the declaration of a default, the City may exercise its right of first refusal to purchase, may apply to a court of competent jurisdiction for specific performance under the terms of the Deed of Trust, for an injunction prohibiting a proposed sale or transfer in violation of the terms of the Deed of Trust, for a declaration that the Prohibited Transfer is void, or for any such other relief as may be appropriate.

7. Fannie Mae. Any attempt to transfer title or any interest therein in violation of these covenants shall be void, provided, however, that any deed restrictions herein shall be subordinate to any mortgage held by the Federal National Mortgage Association (FNMA—"Fannie Mae") pursuant to the Community Partnership Program as described in Part V, section 224 of the Fannie Mae Selling Guide. In the event of a foreclosure of the First Deed of Trust, any provisions herein or any provisions in any other collateral Deed of Trust restricting the use of the Premises to low or moderate income households or otherwise restricting the Owner's ability to sell the Premises shall have no further force or effect on subsequent owners or purchasers of the Premises. Any person, including his or her successors or assigns (other than the Owner or a related entity of the Owner), receiving title to the Premises through a foreclosure of the First Deed of Trust shall receive title to the Premises free and clear from such restrictions. Provided that (i) the City has been given written notice of a default under the First Deed of Trust and (ii) the City shall not have cured the default under the First Deed of Trust, or diligently pursued curing the default as determined by the Senior Lien Holder, within the 60-day period provided in such notice sent to the City.

8. Attorneys' Fees. Owner hereby agrees to reimburse City the full cost and expense, including staff time and attorneys' fees and costs, incurred by City in an effort to correct any default or enforce any violation of the terms of this Deed of Trust, and Owner further understands and agrees that if such funds are not reimbursed, City may deduct same from the proceeds upon resale of the Premises.



9. Covenant Running with the Land. The terms and conditions set forth herein are intended to run with the land and shall bind Owner and all successors, heirs and grantees. These terms and conditions shall be made part of each deed subsequently recorded and shall bind each successor in interest until the earlier of (a) **thirty (30) years** from the date of recordation; or (b) the recordation of a subsequent and superseding Deed of Trust covenant.

10. Right of First Refusal. Except as provided herein, Owner hereby grants and gives to the City of Sunnyvale or its designee a right to purchase the Premises under conditions set forth below. City, at its sole discretion, may assign this right to an individual buyer who meets the City's eligibility qualifications to participate in the program. City reserves the right to reassign the right to another eligible, qualified buyer in the event the initial designee fails or is unable to complete the transaction. Any assignment or reassignment of this right shall extend the time limits for performance under this Deed of Trust.

11. Resale Procedures.

A. Notice of Offer to Sell. Whenever the Owner no longer desires to own the Premises, Owner shall notify City of their intent to offer the property for sale in accordance with the terms of this Deed of Trust. Such notice shall be in writing, and may be personally delivered or sent by first class mail through the United States Postal Service, addressed to the Director of Community Development, City of Sunnyvale, P.O. Box 3707, Sunnyvale, California 94088-3707 . Owner's offer to sell may be withdrawn by Owner, provided that notice of withdrawal has been received by City or its Designee, in writing, prior to acceptance by City or its Designee.

B. Acceptance. City, its designee or assignee shall accept offer within one hundred eighty (180) days from the date of receipt of Owner's notice of offer to sell the Premises. This acceptance shall be in writing, and personally delivered or sent by first class mail through the United States Postal Service, addressed to the Owner of record at the official address of the Premises. For purposes of fulfillment of the terms of this procedure, the notice of intent to sell the premises shall be deemed to be an offer to sell, and the exercise of the right to purchase by the City or its designee or assignee shall be deemed to be an acceptance of that offer. Acceptance by City or its Designee shall constitute a legally binding contract for the transfer of title, and once accepted, the offer to sell may not be withdrawn without the express, written consent of the party who accepted the offer.

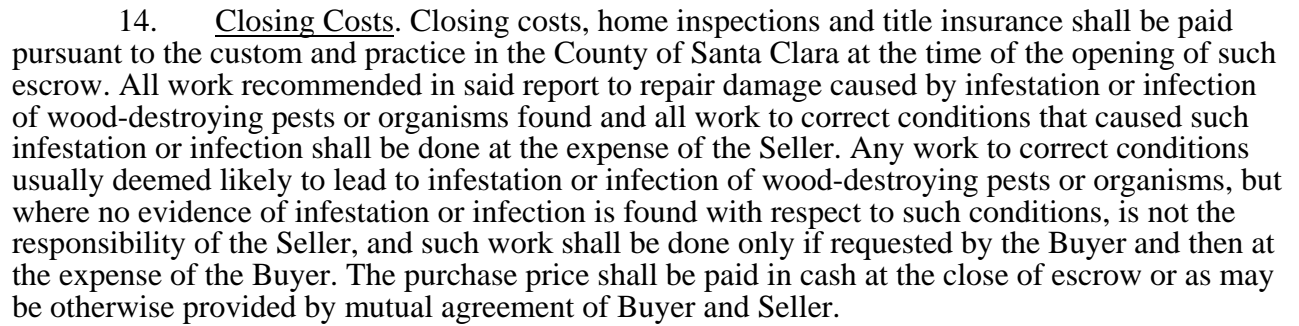
C. Escrow. Within ninety (90) days of the date of acceptance, the City or its designee shall open an escrow account. City reserves the right, at any time during this process, to subsequently assign its right to purchase to an individual who is eligible and qualified to participate in the program. Once opened, an escrow must be closed within ninety (90) days, unless both parties mutually agree, in writing, to an extension of time. In no case shall the time between receipt of an offer to sell and the date of close of escrow exceed three hundred and sixty (360) days, unless both parties mutually agree, in writing, to extend that date, or if for any reason the time periods herein are tolled pursuant to the administrative procedures.



D. Acceleration of Time Period for Hardship. Owner may request the City to accelerate the time period specified in subsection B. for a party to accept the offer to sell, or for the City to exercise its right of first refusal, to not exceed ninety (90) days from the receipt of the offer to sell. The Owner would be entitled to accelerate the time period if, in the determination of the Director of Community Development, the Owner can establish that failure to accept the offer to sell, or for the City to otherwise fail to exercise its right of first refusal within ninety (90) days would result in a hardship to the Owner. For purposes of this Deed of Trust, the Owner shall establish that a hardship would result by submission of competent evidence, of a significant loss of funds, loss of an opportunity to qualify or otherwise purchase a new home, or due to an unexpected and sudden loss of employment, job transfer, or death of a spouse or immediate family member. The determination of the existence of a hardship shall be at the sole discretion of the Director of Community Development. Examples of possible grounds for establishing a hardship shall include, but not be limited to, an extraordinary and significant loss of funds, loss of an opportunity to qualify or otherwise purchase a new home, or an unexpected and sudden loss of employment, job transfer, or death of a spouse or immediate family member. Any request for acceleration due to hardship shall be requested by the Owner, in writing, not later than thirty (30) days from the date of receipt of the notification of intent to sell. The Director shall make a determination and notify the owner within ten (10) business days of receipt of the request for a hardship acceleration that the request has been approved, denied, or that additional information is required to make the determination. In the event the request is denied, or if additional information is required, the Owner may submit further evidence and request a reconsideration. In any case, the City shall have a minimum of sixty (60) days from the date of receipt of the new evidence or of the request for reconsideration of a previously issued denial to accept the offer to sell.

12. Termination of Conditions. If the City or its designee does not accept an offer of sale within one hundred eighty (180) days of the date of receipt of Owner's notice, or an escrow account is not opened within ninety (90) days of the date the offer has been accepted, all restrictions, resale controls, and other terms of this Deed of Trust shall cease and become null and void and of no further effect as to the Premises, unless the time period has been tolled, or extended by mutual, written Deed of Trust of the parties.

13. Owner's Obligation to Cooperate. At all times, Owner shall ensure that the Premises are clean and in good repair, and available to be shown to prospective buyers. Owner shall cooperate with the City of Sunnyvale and its respective officers, employees and representatives. Failure to comply with these conditions shall be deemed a material breach of Owner's obligations pursuant to the terms of this Deed of Trust, and upon determination by the City that Owner has failed to comply with any of the above conditions, City shall notify Owner that the time periods stated herein shall be tolled, and the applicable time periods extended accordingly, until Owner has complied with all of the conditions of this Deed of Trust. Acts by Owner which shall be deemed to be a breach of this obligation include, but are not limited to, failure to make the unit available for showing to prospective buyers upon reasonable notice, willful or deliberate actions to dissuade prospective buyers from purchasing the unit, and failure or refusal to return telephone calls, complete forms, provide required reports, or perform other actions ordinarily required by a party to a real estate transaction in a timely manner. In addition to tolling the applicable time periods, the City may pursue any other remedies for breach based upon this paragraph, or as pursuant to the administrative procedures.



A. Fair Market Value. City or its designee shall have an appraisal made by an appraiser of its choice to establish the fair market value. The Owner, at his or her own expense, may also have an appraisal made by a qualified appraiser of Owner's choice to establish the market value. If Owner elects to obtain their own appraisal, the time period during which the City has the option to perform pursuant to this Deed of Trust shall be tolled for the period of time between the time the City obtains an appraisal and Owner submits a separate appraisal. If an Deed of Trust cannot be reached as to the fair market value, the average of the two appraisals shall be deemed the market price, unless the difference between the two appraisals is greater than ten (10) percent of the amount of the higher appraisal, in which case City has the option of requesting a third appraisal be conducted by a qualified appraiser agreed upon by both City and Owner, who will make an independent appraisal without knowledge of the results of the first two appraisals. The amount of the first two appraisals which is closer to the amount determined by the third appraiser shall be deemed the fair market value for purposes of this Deed of Trust.

Adjusted by Consumer Price Index. Base Price: _____ Dollars (\$ _____), plus an amount, if any, to compensate for any increase in the cost of living as measured by the housing component of the Bay Area or closest metropolitan area Consumer Price Index ("Index") for all Urban consumers (CPI-V) as published periodically by the United States Department of Housing and Urban Development. For that purpose, the Index prevailing on the date of the purchase by the selling Owner of said Premises shall be compared with the latest Index available on the date of receipt by City of notice of intent to sell. The percentage increase in the Index, if any, shall be computed and the base price shall be increased by **one-third (1/3)** of that percentage; provided, however, that the price shall in no event be lower than the purchase price paid by the selling Owner when that Owner purchased the Premises. The purchase price shall be adjusted to include the amount of any substantial capital improvement expenditures greater than one percent of the original purchase price, costs for the services of a real estate professional to administer the transaction, minus any costs necessary to bring said unit into conformity with all applicable provisions of the Sunnyvale Municipal Code.



16. Improvements. The adjusted price described in Paragraph 15.B above shall be increased by the value of any substantial structural or permanent fixed improvements which cannot be removed without substantial damage to the Premises or substantial or total loss of value of said improvements, and by the value of any appliances, fixtures, or equipment which were originally acquired as part of the Premises by Owner; provided that such price adjustment for replacement appliances, fixtures, or equipment shall be allowed only when the expenditure is necessitated by the non-operative or other deteriorated condition of the original appliance, fixture, or equipment.

A. If at the time of replacement the original appliance, fixture, or equipment had in excess of twenty percent (20%) of its original estimated useful life remaining, Owner shall document to the City's satisfaction the condition of the appliance, fixture, or equipment which necessitated its replacement.

B. No such price adjustment shall be made significantly in excess of the reasonable cost to replace the original appliance, fixture, or equipment with a new appliance, fixture, or equipment of comparable quality as hereinafter provided.

(1) No such adjustment shall be made except for improvements, appliances, fixtures, or equipment made or installed by the selling Owner.

(2) No improvements, appliances, fixture, or equipment shall be deemed substantial unless the actual initial cost thereof to the Owner exceeds one percent (1.0%) of the purchase price paid by the Owner for the Premises; provided that this minimum limitation shall not apply in either of the following situations:

(a.) Where the expenditure was made pursuant to a mandatory assessment levied by the Homeowners' association for the development in which the Premises is located, whether levied for improvements or maintenance to the Premises, the common area, or related purposes.

(b.) Where the expenditure was made for the replacement of appliances, fixtures, or equipment which were originally acquired as part of the Premises by Owner.

C. No adjustment shall be made for the value of any improvements, appliances, fixtures, or equipment unless the Owner shall present to the City valid written documentation of the cost of said improvements. The value of such improvements by which the sale price shall be adjusted shall be determined as follows:

(1) The value of any improvement, appliance, fixture, or equipment, the original cost of which was less than Five Thousand Dollars (\$5,000), shall be the depreciated value of the improvement, appliance, fixture or equipment calculated in accordance with principles of straight-line depreciation applied to the original cost of the improvement, appliance, fixture or equipment based upon the estimated original useful life of the improvement, appliance, fixture or equipment.



(2) The value of any improvement, appliance, fixture, or equipment, the original cost of which was Five Thousand Dollars (\$5,000) or more, shall be the appraised market value of the improvement, appliance, fixture or equipment when considered as an addition or fixture to the premises (i.e., the amount by which said improvement, appliance, fixture or equipment enhances the market value of the premises) at the time of sale. Said value shall be determined in the same manner as the market value of the premises in method 1 above.

(3) On January 1, 1988 and every two years thereafter, regardless of the date of execution or recordation hereof, the amount of Five Thousand Dollars (\$5,000) referred to in paragraphs 1) and (2) immediately above shall be automatically adjusted for the purpose of those paragraphs in the following manner. On each adjustment date, the Consumer Price Index for the San Francisco-Oakland area published by the U.S. Department of Labor, Bureau of Labor Statistics ("Index") prevailing on January 1, 1986, shall be compared with the Index prevailing on the date of recordation of this deed. The percentage increase in the Index, if any, shall be computed and the sum of Five Thousand Dollars (\$5,000) shall be increased in the same percentage. In no event shall the sum be reduced below Five Thousand Dollars (\$5,000).

(4) No price adjustment will be made except upon presentation to City of written documentation of all expenditures made by Owner for whom an adjustment is requested.

D. Notwithstanding any other provision herein, no adjustment shall be made for the value of any improvements, appliances, fixtures, or equipment unless said improvements were completed with required permits and in accordance with applicable provisions of the municipal code. Moreover, no adjustment shall be made for any improvements, appliance, fixtures, or equipment, which were installed or completed in violation of any applicable provision of the homeowners' association by-laws, CC&Rs, or other similar restrictions or regulations.

17. Deferred Maintenance. Any purchase price determined through the use of this method shall be adjusted by decreasing said price by an amount to compensate for deferred maintenance costs, which amount shall be determined in the following manner. Upon receipt of notice of Owner's intent to sell, City or its designee shall be entitled to inspect the Premises. The owner shall provide the City with a copy of a home inspection report conducted by a licensed home inspection service within 10 days of seller's acceptance of the purchase offer. City or its designee shall have an opportunity to determine whether any violations of applicable building, plumbing, electric, fire, or housing codes exist or any other provisions of Title 16 of the Sunnyvale Municipal Code. Additionally, City or its designee shall determine if there are other items of deferred maintenance beyond normal use requiring repair or replacement. In the event deficiencies are noted, the Owner shall obtain estimates to cure the observed deficiencies. The Owner shall cure the deficiencies in a reasonable manner acceptable to City or designee no later than ten (10) days prior to the close of escrow. Should Owner fail to cure such deficiencies prior to the scheduled date of close of escrow, at the option of City, or its designee, the escrow holder will be instructed to retain funds necessary to pay for curing such deficiencies (based upon written estimates obtained by City, or its designee), and City shall cause such deficiencies to be cured, and upon certification of completion of work by City, escrow holder shall utilize such funds to pay for said work. Any remaining funds shall be paid to the selling Owner.



18. Assignment of Right to Purchase. In no event shall City become in any way liable to Owner, nor become obligated in any manner, by reason of the assignment of its right to purchase, nor shall City be in any way obligated or liable to Owner for any failure of City's assignee to consummate a purchase of the premises or to comply with the terms of any purchase and sale Deed of Trust. Nothing in this Deed of Trust shall be construed to obligate City to purchase any unit in the event that a buyer participating in the BMR program fails to complete actions to close escrow.

19. City Consent to Lease. Until such time as the City's right to purchase is exercised, waived, or expired, the Premises and any interest in title thereto shall not be sold, leased, rented, assigned, or otherwise transferred to any person or entity except with the express written consent of City or its designee, which consent shall be consistent with the City's goal of creating, preserving, maintaining, and protecting housing in Sunnyvale for persons of low and moderate income.

20. Default and Foreclosure. City shall file for record in the Office of the Recorder of the County of Santa Clara a request for a copy of any Notice of Default and of any Notice of Sale under any Deed of Trust or mortgage with power of sale encumbering said premises pursuant to Section 2924 (b) of the Civil Code of the State of California. Such request shall specify that any such notice shall be mailed to the Director of Community Development, City of Sunnyvale, 456 W. Olive Avenue, P.O. Box 3707, Sunnyvale, California 94088-3707. Any notice of sale given pursuant to Civil Code, Section 2924 (f) shall constitute a notice of intent to sell hereunder and City may exercise its preemptive right prior to any trustee's sale, judicial foreclosure sale, or transfer by deed in lieu of foreclosure. City's right to purchase shall run from the date City obtains actual knowledge of a sale or proposed sale. In the event City elects not to exercise its right to purchase upon default, any surplus to which Owner may be entitled pursuant to Code of Civil Procedure, Section 727, shall be paid as follows:

(A) That portion of surplus (after payment of encumbrances), if any, up to but not exceeding the net amount that Owner would have received after payment of encumbrances under the formula set forth above had City exercised its right to purchase the property on the date of the foreclosure sale, shall be paid to Owner on the date of the foreclosure sale; the balance of surplus, if any, shall be paid to the City to fund the cost to the City for increasing the City's low-income and moderate-income housing stock.

(B) City or its designee shall be entitled to recover all costs incurred in curing such default from Owner. Such costs shall be paid through escrow from the proceeds of sale if the sale is consummated. If the sale is not consummated and Owner retains Home Ownership of the Premises, City, or its designee, shall be entitled to recover its costs directly from Owner.

(C) In the event City fails to exercise its preemptive rights to purchase or prevent foreclosure or trustee's sale, a completed action of foreclosure or trustee's sale shall render this Deed of Trust and the restrictions imposed thereby to be null and void and of no further force or effect.

21. Acceleration: Remedies Upon Owner's breach of any covenants or agreement of the Owner in this Deed of Trust, including but not limited to, the covenants to pay, when due, any sums secured by the First Deed of Trust or subsequent Deeds of Trust, all taxes, liens,



homeowners association dues, assessments or any other obligation secured on the Property, occupancy of the property by the Owner(s) of record as the principal residence, or any prohibited transfer as specified in Section 5 (A), the City, prior to acceleration, will mail by express delivery, return receipt requested notice to Owner specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than (30) days from the date the notice is received Owner as shown on the return receipt, by which such breach is to be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in the City's exercise of it's first right of refusal to purchase the Property. The notice will also inform Owner of Owner's right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of default or any other defense of the Owner to acceleration and sale. If the breach is not cured on or before the date specified in the notice, the City, at the City's option may: (a) Declare a default under the covenants contained in the Deed of Trust, and exercise it's right of first refusal to purchase the Property and may invoke the power of sale and any other remedies permitted by California law; (b) either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof, and the entering upon and taking possession of the Security shall not cure or waive any breach hereunder or invalidate any act done in response to such breach and, notwithstanding the continuance in possession of the Security, the City shall be entitled to exercise every right provided for in the Deed of Trust, or by law upon occurrence of any uncured breach, including the right to exercise the power of sale; (c) commence an action to foreclose the Deed of Trust, appoint a receiver, or specifically enforce any of the covenants hereof; (d) deliver to Trustee a written declaration of default and demand for sale, pursuant to the provisions for notice of sale found at California Civil Code Sections 2924, et al., as amended from time to time; or (e) exercise all other rights and remedies provided herein, in the instruments by which the Owner acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations and covenants secured hereby, or provided by law.

The City shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to reasonable attorney's fees.

22 Severability. If any one or more of the provisions contained in this Deed of Trust shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provisions shall be deemed severable from the remaining provisions contained in this Deed of Trust, and this Deed of Trust shall be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein.

23. Distribution of Insurance and Condemnation Proceeds. In the event that the Premises is destroyed and insurance proceeds are distributed to Owner instead of being used to rebuild, or in the event of condemnation, if proceeds thereof are distributed to Owner, or in the event of termination of the condominium, liquidation of the association and distribution of the assets of the association to the members thereof, including Owner, any surplus of proceeds so distributed remaining after payment of encumbrances of said Premises shall be distributed as follows: That portion of surplus up to but not to exceed the net amount that Owner would have received under the formula set forth above had City exercised its right to purchase the property on the date of the destruction, condemnation valuation date, or liquidation, shall be distributed to Owner, and the balance of such surplus, if any, shall be distributed to City.



24. Non-Waiver. With the exception of the City's right to exercise a right of first refusal to accept an offer to sell the Premises, the failure of the City to take an action to enforce a right or to seek a remedy under the terms and conditions of this Deed of Trust shall not be deemed to be a waiver by the City to take such action or enforce any rights it may otherwise have pursuant to this Deed of Trust.

25. Compliance with the Sunnyvale Municipal Code. It is the purpose and intent of this Deed of Trust to fulfill and be consistent with the requirements set forth in Chapter 19.66 of the Sunnyvale Municipal Code, which is incorporated by reference herein, as presently written and as amended from time to time hereafter. In the event of a discrepancy or conflict between a particular provision of this Deed of Trust and any provision of Chapter 19.66 of the Sunnyvale Municipal Code, the provisions of the Sunnyvale Municipal Code shall be controlling.

26. Reconveyance. Upon expiration of the terms of the Deed of Trust, the City will request Trustee to reconvey the Security and will surrender the Deed of Trust to the Trustee. Trustee will reconvey the Security without warranty to the person or persons legally entitled thereto. Such person or persons will pay all costs of recordation, if any.

27. Notices. All notices required herein shall be sent to the following address:

CITY:

Housing Officer,
Community Development Department
City of Sunnyvale
P.O. Box 3707
Sunnyvale, CA 94088-3707

OWNER:

By acceptance of this Deed of Trust, Owner accepts and agrees to be bound by the covenants contained herein.

DATED: _____

Signature of Owner

Signature of Owner



Print or type name

Address of unit

ACKNOWLEDGEMENT REQUIRED

STATE OF CALIFORNIA)
)ss.
COUNTY OF SANTA CLARA)

On _____, before me, _____, Notary Public, personally appeared _____,
personally known to me to be the person(s) (or proved to me on the basis of satisfactory evidence) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf
of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

per GC Sec. 40814; CC Sec. 1181

(Notary Seal)



FORM O-9

Recording Requested By:

City of Sunnyvale – Housing Div.

No Fee per Govt. Code 6103

When Recorded Return To:

City of Sunnyvale, Housing Div.

(408) 730-7250

P. O. Box 3707

Sunnyvale, CA 94088-3707

APN:

Request For Notice of Default Under Section 2924b Civil Code

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust recorded as Instrument No. _____ on _____. For property located at: _____, Official Records of Santa Clara County, California as described therein, executed by _____, as Trustor, in which _____ is named as Beneficiary, and _____, as Trustee. Mail to:

City of Sunnyvale - Housing Division

456 West Olive Avenue

P.O. Box 3707

Sunnyvale, CA 94088-3707

Phone: 408-730-7250

The City of Sunnyvale has a recorded Deed of Trust on this property which restricts the total amount of refinance permitted, the terms of transfer, resale and the maximum resale price of the property.

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED IN THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A NEW REQUEST MUST BE RECORDED.



City of Sunnyvale

, Housing Officer

ACKNOWLEDGEMENT REQUIRED

STATE OF CALIFORNIA)

)ss.

COUNTY OF SANTA CLARA)

On _____, before me, _____, Notary Public, personally appeared _____, personally known to me to be the person(s) (or proved to me on the basis of satisfactory evidence) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

per GC Sec. 40814; CC Sec. 1181

(Notary Seal)



FORM O-10

**CITY OF SUNNYVALE BELOW MARKET RATE HOUSING PROGRAM
OWNER'S CERTIFICATION OF RECEIPT OF BMR ADMINISTRATIVE
PROCEDURES**

The undersigned certify receipt of the Administrative Procedures for the City of Sunnyvale Below Market Rate Housing Program, and that they have read the Administrative Procedures and understand their responsibility as the owner(s) of a BMR Housing Unit to comply with the requirements of the Program described in the Procedures.

Signature of Owner

Printed Name

Date

Signature of Co-Owner

Printed Name

Date

JURAT

STATE OF _____)

)ss.

COUNTY OF _____)

Subscribed and sworn to (or affirmed) before me

This ____ day of _____, _____, by

Date

Month

Year



Name of Signer(s)

Name of Signer(s)

(Notary Seal)

Signature of Notary Public

WARNING: Falsifying information on this certification is a felony. The City will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.



FORM O-11

CITY OF SUNNYVALE BELOW MARKET RATE HOUSING PROGRAM
ANNUAL CERTIFICATION OF OWNER OCCUPANCY

I/We _____ hereby certify
(names of owners on title)

that I/we own, and since the agreed upon occupancy start date, have continuously resided in the
Below Market Rate Housing Unit located at:

_____ (the BMR unit),

as the owners' primary principal residence. As further proof of continuous permanent occupancy,
the owners attach a copy of the owner's most current land line telephone bill and a current copy of
the Homeowner's Exemption record of the Tax Assessor of Santa Clara County. My/our
signature(s) further acknowledges that, in consideration of these conditions, I have received a
benefit in the form of a housing sales price below the market value.

Date: _____

By: _____
(signature of owner) (type or print name)

By: _____
(signature of owner) (type or print name)

NOTE: All those named on the title must sign. Add more lines if needed.

JURAT

STATE OF _____)
)ss.

COUNTY OF _____)

Subscribed and sworn to (or affirmed) before me

This _____ day of _____, _____, by

Date

Month

Year



Name of Signer(s)

Name of Signer(s)

(Notary Seal)

Signature of Notary Public

WARNING: Falsifying information on this certification is a felony. The City will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.



FORM O-12

**AFFORDABLE RENTAL PROPERTIES IN SUNNYVALE “AT-RISK” OF
CONVERSION TO MARKET RENTS, 2004-2010**

PROPERTY NAME	LOCATION	AT-RISK DATE
<i>Federally-subsidized At-Risk Units from 2004-2011</i>		
The Meadows	Escalon Avenue	2006
Briarwood	W. California Avenue	2006
Macara Gardens	Escalon Avenue	2006
Grove Garden	Buena Vista Avenue	2010
Fair Oaks Village	182 S. Fair Oaks	2005
<i>BMR Rental Developments</i>		
Willowbend	1035 Aster Avenue	12/19/2004
Villa Cerise	510 Fall River Terrace	1/20/2005
The Meadows	1000 Escalon Avenue`	3/10/2005
Heritage Park	555 E. Washington Ave	3/25/2005
St Francis Arms	739 E. El Camino Real	5/23/2005
Nobie’s Villa	627 W. Homestead Road	6/11/2005
Macara Garden Apts	955 Escalon Avenue	7/7/2005
Briarwood Apts	880 W. California Avenue	12/28/2005
Belleville Oaks	1690 Belleville Way	1/24/2006
The Grove Garden Apts	243 Buena Vista Avenue	2/13/2006
Windemere Apts.	397 Ano Nuevo	8/22/2006
The Cascades	874 E. El Camino Real	3/27/2007
Cezanne Apts	8455 Brahms Way	6/8/2007
Avalon Sunnyvale	880 E. Fremont Avenue	10/21/2007
Summerhill Park	972 Corte Madera Avenue	10/21/2007
Windsor Ridge	825 E. Evelyn Avenue	9/7/2008
Bristol Commons	732 E. Evelyn Avenue	9/22/2008
Mission Pointe	1063 Morse Avenue	2/23/2010



Trellis Square	965 E. El Camino Real	8/14/2010
Avalon at Parkside	355 N. Wolfe Road	12/7/2010